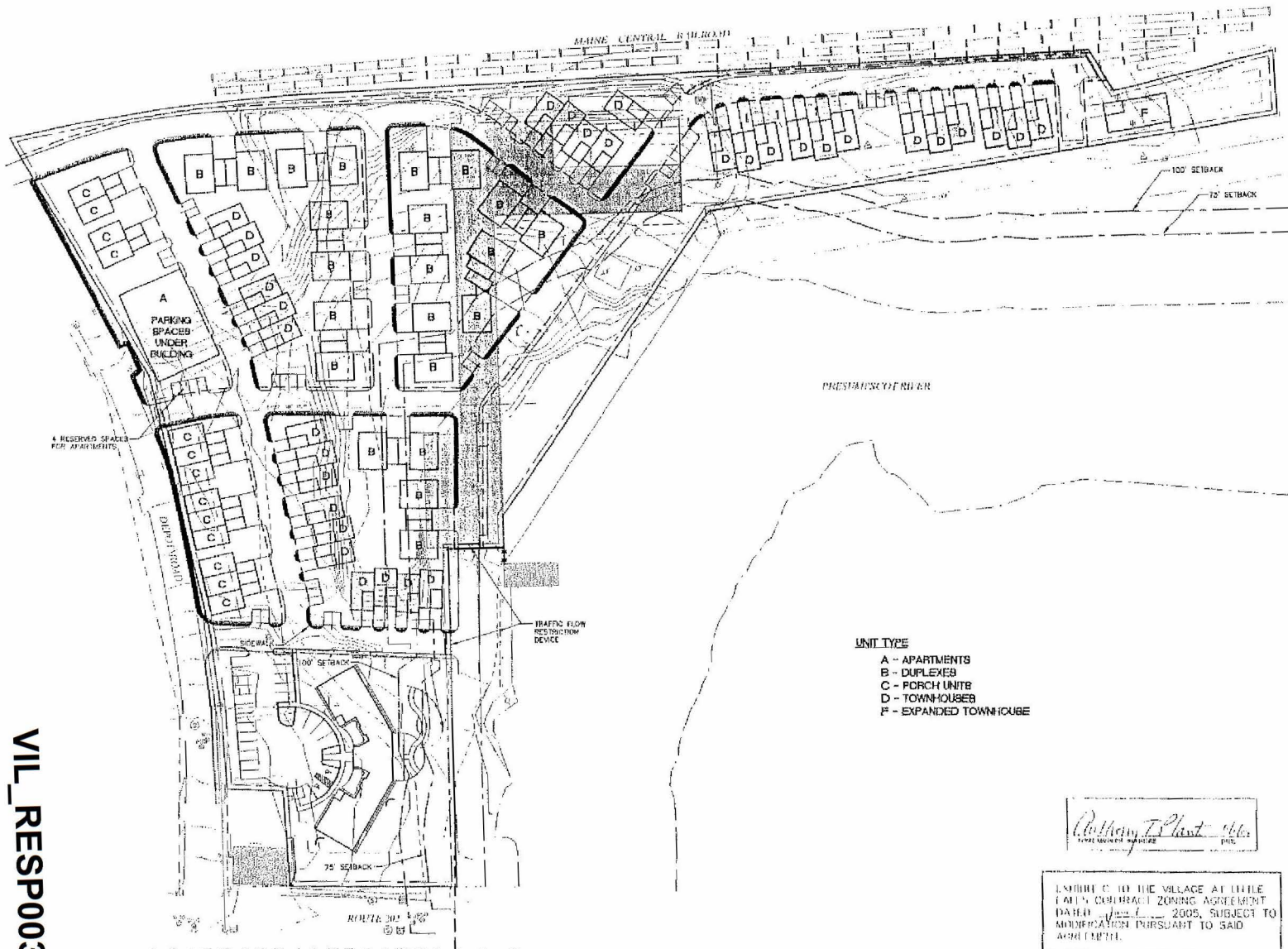


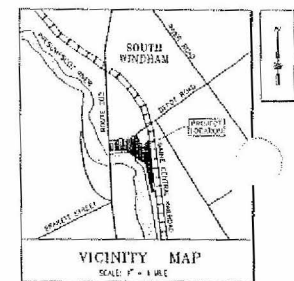
VIL\_RES P00394



- UNIT TYPE
- A - APARTMENTS
  - B - DUPLEXES
  - C - PORCH UNITS
  - D - TOWNHOUSES
  - F - EXPANDED TOWNHOUSE

*Anthony J. Plant*  
 PROJECT ARCHITECT  
 DATE

EXHIBIT C TO THE VILLAGE AT LITTLE FALLS CONTRACT ZONING AGREEMENT  
 DATED June 1, 2005, SUBJECT TO  
 MODIFICATION PURSUANT TO SAID  
 AGREEMENT.



Doc#:  
 35673 BK:22712 Pg: 115

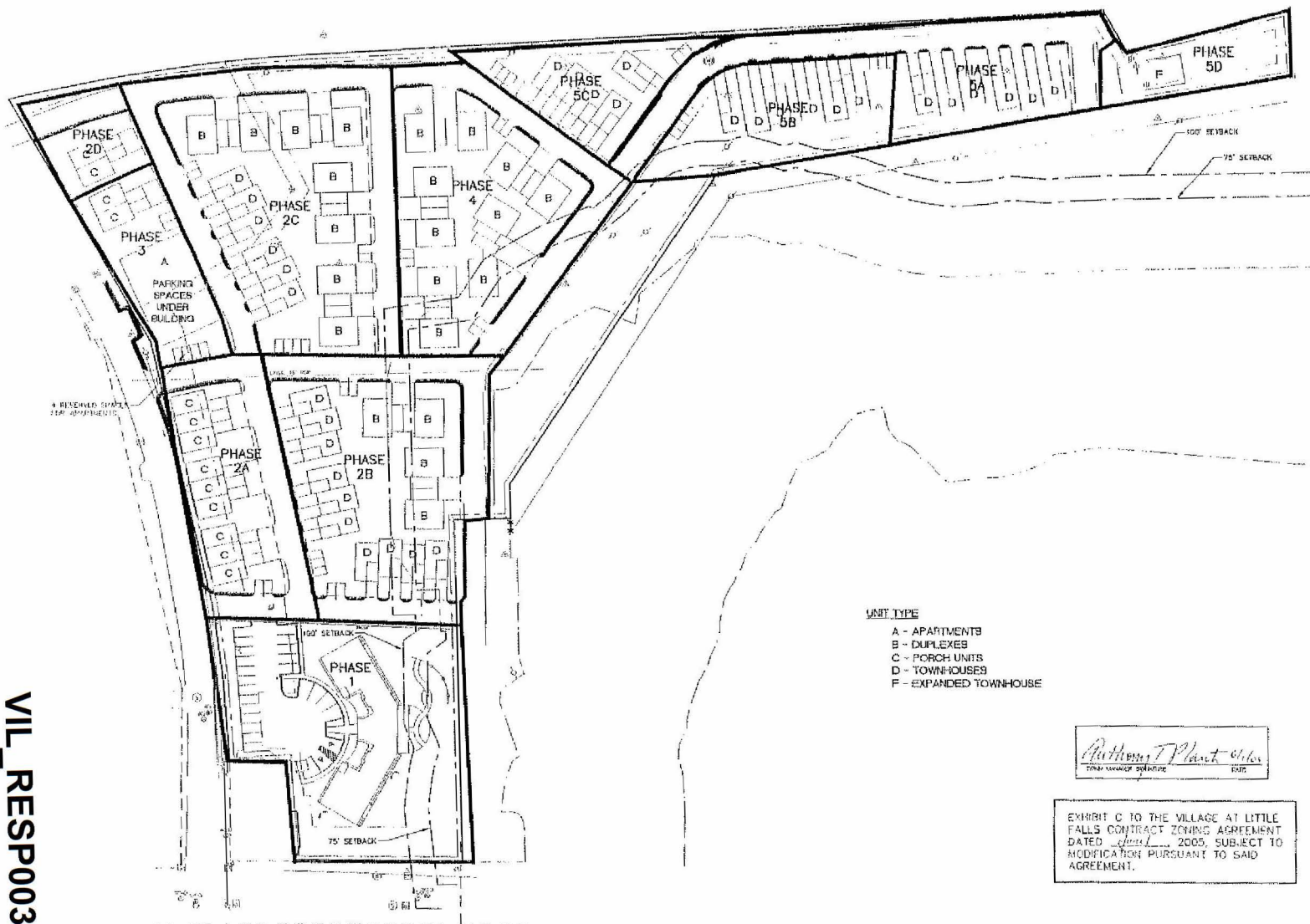
PROJECT: 20050  
 DRAWING NAME: 20050-CFZ-SHE-005  
 DATE: MAY 17, 2005  
 SCALE: 1"=50'  
 EXHIBIT C - CONTRACT ZONE PLAN (SITE)  
 ROUTE 207 WINDHAM, MAINE

VILLAGE AT LITTLE FALLS, LLC &  
 SOUTH WINDHAM HOUSING CORP.

ENGINEERING AND PLANNING  
**Northeast Civil Solutions**  
 100 US ROUTE 1, SCARBOROUGH, MAINE 04074  
 TEL: 603.883.1100 FAX: 603.883.1101

SHEET NO.

VIL\_RESP00395

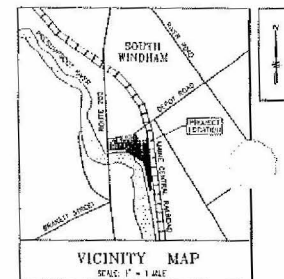


**UNIT TYPE**

- A - APARTMENTS
- B - DUPLEXES
- C - PORCH UNITS
- D - TOWNHOUSES
- F - EXPANDED TOWNHOUSE


*Anthony T. Plant, Jr.*  
 Professional Engineer  
 EIT

EXHIBIT C TO THE VILLAGE AT LITTLE FALLS CONTRACT ZONING AGREEMENT DATED March 1, 2005, 2005, SUBJECT TO MODIFICATION PURSUANT TO SAID AGREEMENT.



**NOTES**

Doc# 35673 Bk:22712 Pg: 116

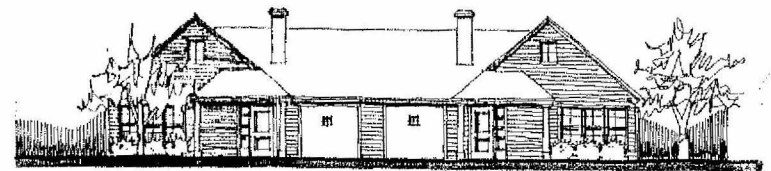
PROJECT: 25540	ORIGIN: NAME: 25539-LINE-ROADS/250
DATE: MAY 11, 2005	SCALE: 1"=50'
EXHIBIT C - CONTRACT ZONE PLAN (PHASING)	
ROUTE 202 WINDHAM, MAINE	
VILLAGE AT LITTLE FALLS, LLC & SOUTH WINDHAM HOUSING CORP.	
<div>  <div> <b>Northeast Civil Solutions</b>  <small>INCORPORATED</small>            155 US ROUTE 1, SCHUBERTSVILLE, MAINE 04074            TEL: 207.884.1500 FAX: 207.884.1501         </div> </div>	

SHEET NO.





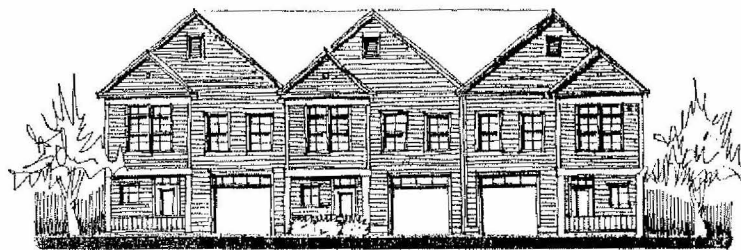
Proposed Building 'A' Front Elevation-Apartments  
1/8" = 1'-0" scale



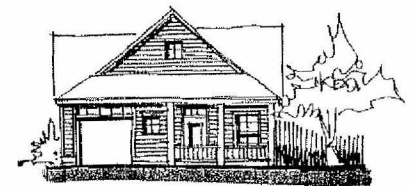
Proposed Building 'B' Front Elevation-Duplexes  
1/8" = 1'-0" scale



Proposed Building 'C' Front Elevation-Porch Units  
1/8" = 1'-0" scale



Proposed Building 'D' Front Elevation-Townhouses  
1/8" = 1'-0" scale



Proposed Building 'F' Front Elevation-2,000 SF  
1/8" = 1'-0" scale

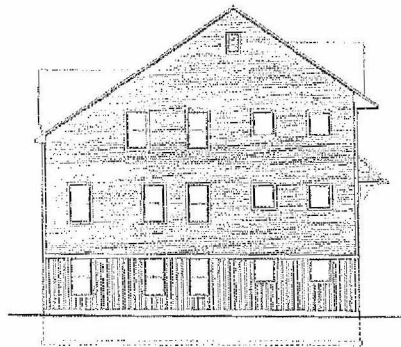
# Exhibit D-Proposed Elevations for Buildings A,B,C,D and F Route 202, Windham, Maine Village at Little Falls

EXHIBIT D TO THE VILLAGE AT LITTLE  
FALLS CONTRACT ZONING  
AGREEMENT DATED June 1, 2005,  
SUBJECT TO MODIFICATION PURSUANT  
TO SAID AGREEMENT.

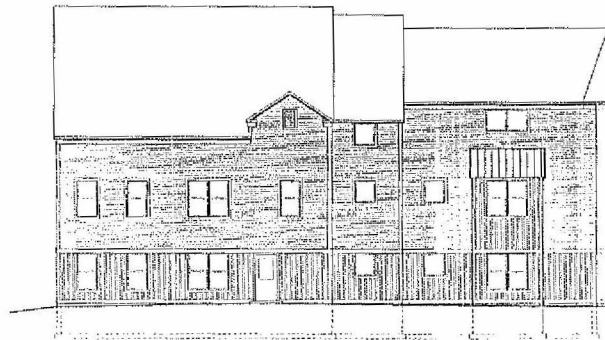
**G** GAVRON  
BURGESS  
ARCHITECTS  
Owner: Village at Little Falls, LLC

*Anthony J. Plant*

VIL-RESP00396



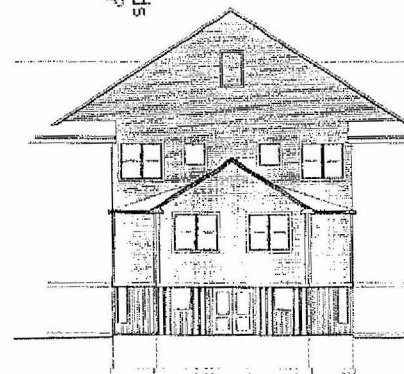
SIDE ELEVATION



FRONT ELEVATION



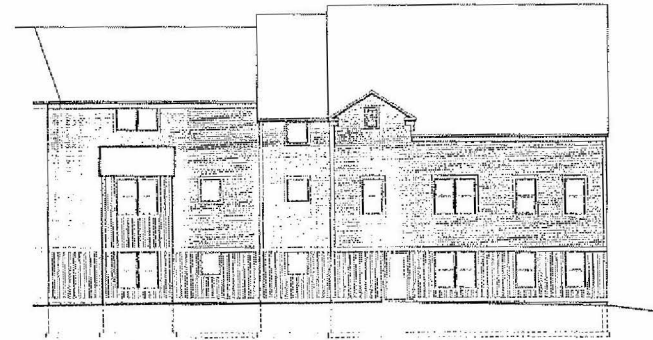
RIVER ELEVATION



FRONT ELEVATION



RIVER ELEVATION

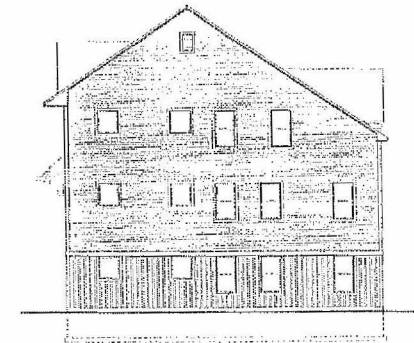


FRONT ELEVATION



RIVER ELEVATION

Received  
Recorded Register of Deeds  
Jun 02, 2005 03:40:48P  
Cumberland County  
John B. O'Brien



SIDE ELEVATION

VIL\_RESP00397

Exhibit D-Proposed Elevations for Building E Scale: 1/8"=1'-0"  
Route 202, Windham, Maine Village at Little Falls

EXHIBIT D TO THE VILLAGE AT LITTLE  
FALLS CONTRACT ZONING  
AGREEMENT DATED, June 1, 2005,  
SUBJECT TO MODIFICATION PURSUANT  
TO SAID AGREEMENT.  
Rustic / Reliance

**GAWRON**  
ARCHITECTS  
Owner: South Windham Housing Corp.

Doc#: 35673 BK: 22712 Pg: 118



Signed, Sealed and Delivered in Presence of

PORTLAND COPPER & TANK WORKS, INC.

CORPORATE SEAL

Nathan W. Thompson

By Harmon Hugo, Treasurer

State of Maine. Cumberland,ss.

July 1,1944.

Then personally appeared the above named Harmon Hugo, Treasurer of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me, Nathan W. Thompson Justice of the Peace

Received October 9, 1944, at 2h 45m P. M., and recorded according to the original

Bruce  
to  
Malloy  
&  
Disch.

KNOW ALL MEN BY THESE PRESENTS, That I, Hazel A. Bruce, of Everett, County of Middlesex, and Commonwealth of Massachusetts, mortgagee owner of a certain mortgage given by Adeline D. Malloy and William H. Malloy, both of So. Portland in the County of Cumberland, and State of Maine, to me, Hazel A. Bruce, residence as above, dated August 28th, A. D. 1943, and recorded in Registry of Deeds, Book 1726, Page 114, do hereby acknowledge that I have received full payment and satisfaction of the same and of the debt thereby secured, and in consideration thereof do hereby cancel and discharge said mortgage, and release unto the said Adeline D. Malloy and William H. Malloy, their heirs and assigns forever the premises therein described.

IN WITNESS WHEREOF, the said Hazel A. Bruce has hereunto set her hand and seal this 7th day of October A. D. 1944.

Signed, Sealed and Delivered in Presence of

C. B. Weeks

Hazel A. Bruce Seal

State of Massachusetts, Middlesex,ss.

October 7th, 1944.

Personally appeared the above named Hazel A. Bruce and acknowledged the foregoing instrument to be her free act and deed.

Before me, Nathaniel Simkins Notary Public Notarial Seal

Received October 9, 1944, at 3h -m P. M., and recorded according to the original

Cumber-  
land Se-  
curities  
Corp.  
to  
Central  
Maine.  
Power  
Co.  
Deed

KNOW ALL MEN BY THESE PRESENTS THAT

WHEREAS Central Maine Power Company, a corporation organized and existing by law and having offices in the City of Portland, County of Cumberland and State of Maine, desires to maintain poles on the property of the Cumberland Securities Corporation in South Windham, in the Town of Windham, County of Cumberland and State of Maine, and further desires to stretch wires on said poles for the purpose of furnishing electricity;

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable considerations, the sum being less than one hundred dollars (\$100.00) paid by said Central Maine Power Company, the receipt whereof is hereby acknowledged, Cumberland Securities Corporation, a corporation organized and existing by law, does hereby for itself, its successors and assigns forever, give, grant, bargain, sell and

convey unto Central Maine Power Company, its successors and assigns, the right perpetually to maintain said poles in the following center line:

Beginning at a stake set in the southerly side line of Depot Street, two hundred and sixty-two (262) feet easterly measured along said side line from an iron pipe set in a fence line at the northeasterly corner of land of Ella Clay. Thence S 12° 00' E (Magnetic Meridian 4/14/44) three hundred fifty-one (351) feet to a stake set at the northerly side of the concrete building (Machine Room Building on the Insurance Map), said last named stake being one hundred twenty-eight (128) feet westerly measured along said side of the above mentioned building from the northeasterly corner of the Finishing & Shipping Bldg. (See Insurance Map) adjacent thereto.

And with all necessary foundations, fixtures, anchors, guys, braces, cables, wires and other appurtenances; also the right perpetually to transmit electricity through said wires for all purposes of the grantee, its successors and assigns; also the right perpetually to maintain, repair, replace, respace, or remove said poles and wires with all appurtenances thereof; also the right perpetually from time to time to trim and cut down such trees, limbs and bushes growing on either side of said line as if allowed to remain would interfere with the safe and efficient operation of said line; also the right perpetually to enter on said land at any and all times whenever it may become necessary or convenient so to do in connection with carrying out any or all of the foregoing purposes.

TO HAVE AND TO HOLD the above granted rights and easements to said Central Maine Power Company, its successors and assigns, to its and their use and behoof forever.

IN WITNESS WHEREOF, the Cumberland Securities Corporation has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Fred D. Gordon, its President, thereunto duly authorized this 6th day of October, A. D. 1944.

Signed, Sealed and Delivered in presence of  
Geo. E. Haggas

CUMBERLAND SECURITIES CORPORATION  
CORPORATE SEAL

By Fred D. Gordon Its President  
State of Maine. Cumberland, ss. Portland, Maine. October 6, 1944.

Personally appeared the above named Fred D. Gordon, President of the Cumberland Securities Corporation and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me, Cleora A. Reed Notary Public Notarial Seal

= Received October 9, 1944, at 3h 10m P. M., and recorded according to the original

THIS INDENTURE made in triplicate this 18th day of May, 1944, by and between Louis Kourapis, 888 Main St., Westbrook, Maine, as landlord, and the GREAT ATLANTIC & PACIFIC TEA COMPANY, a duly organized and existing corporation, having its principal office and place of business at 420 Lexington Ave., New York, N. Y. as tenant;  
Kourapis to Great A. & P. Tea Co. Lease



280 4508

24744

41-2207

KNOW ALL MEN BY THESE PRESENTS, that Lawrence J. Keddy, of City of Portsmouth,  
County of Rockingham, State of New Hampshire and N.M.C. Windham of the town  
of Windham, in the County of Cumberland  
and State of Maine in consideration of One Dollar and other valuable consideration (the sum being less than one hundred dollars) paid by CENTRAL MAINE POWER COMPANY, a Maine corporation and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns, the right and easement to construct, erect, rebuild, operate, maintain and remove electric distribution and communication lines for the transmission of electricity and intelligence; together with the necessary poles, wires, cables, cross-arms, braces, anchors, guys and other electrical equipment and appurtenances connected therewith, over, along and across premises owned by the Grantor (s) in the ~~City~~ Town of Windham, County of Cumberland and State of Maine, along the route as now staked out, extending in a southeasterly direction from the dividing line between land of these Grantors land of L. C. Andrews Inc. to pole #7.01 Depot Street, thence in a southerly direction to poles #7.02 and 7.03, thence westerly to pole #7.04.

Also the right to cut down and keep trimmed and/or spray or treat with a chemical preparation of the Grantees' selection such trees, branches and underbrush as in the judgment of the Grantees, interfere with or endanger the proper operation and maintenance of the lines constructed along the above described location, together with the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

It is understood and agreed that the rights and easements hereby conveyed are to be jointly owned by Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns. If either Central Maine Power Company or New England Telephone and Telegraph Company, or the successors or assigns of either, shall relinquish or abandon the rights and easements hereby conveyed, the same shall become the sole property of the remaining company.

TO HAVE AND TO HOLD the above granted rights and easements to the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors or assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, the said Lawrence J. Keddy and N.M.C. Windham have caused this instrument to be signed and sealed by Lawrence J. Keddy and Harold Siagel, President of N.M.C. Windham, hereunto duly authorized

~~Witnessed by me, Notary Public for the State of Maine, on this 10th day of October, 1974.~~  
10th day of October, 1974.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Ann P. Gorgis  
Ann P. Gorgis

LAWRENCE J. KEDDY  
Lawrence J. Keddy  
N.M.C. WINDHAM  
By: Harold Siagel  
Its President

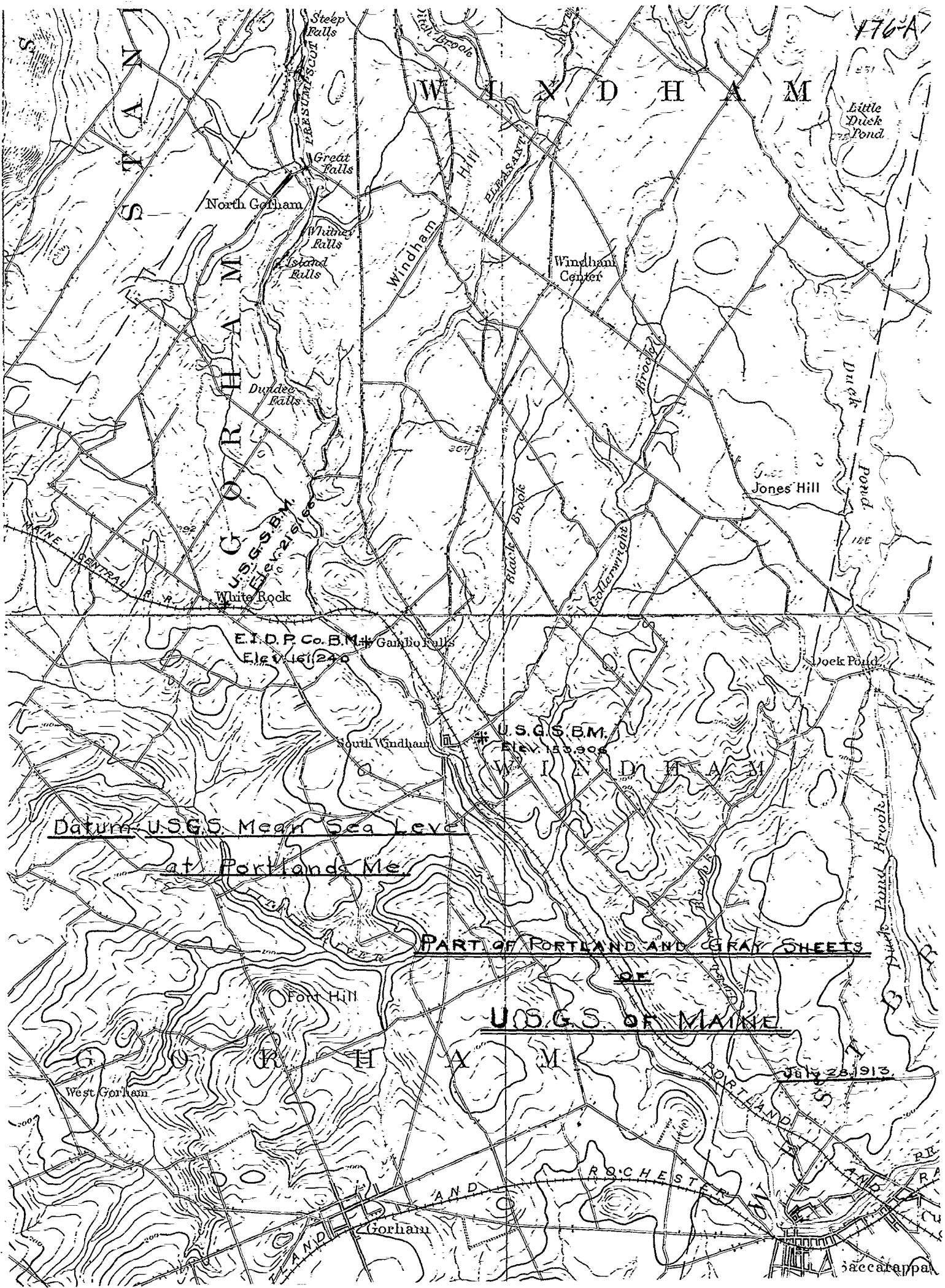
STATE OF MAINE,  
County of Cumberland  
Personally appeared the above named Lawrence J. Keddy and Harold Siagel  
and acknowledged the foregoing instrument to be his free act and deed, before me, in their said capacity.

MY COMMISSION EXPIRES 6-28-78  
STATE OF MAINE  
Margaret L. Stecher Notary

CUMBERLAND, ss.  
Received at 1 H 08 M P M on SEP 15 1977 and recorded in  
Book 4096 Page 280 Attest  
Margaret L. Stecher Register

**VIL RESP00401**





Pulp Company wish to settle and determine as between themselves, their successors and assigns, their respective rights and ownerships in the premises;

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar paid to Androscoggin Pulp Company by said E. I. du Pont de Nemours Powder Company, the receipt whereof is hereby acknowledged by said Androscoggin Pulp Company, said Androscoggin Pulp Company, for itself and its successors and assigns, covenants and agrees with the said E. I. du Pont de Nemours Powder Company, its successors and assigns, that it will neither build, construct, operate nor maintain any dam at said Little Falls, the height or elevation of the rollway or rollways of which shall be higher than one hundred nine (109) feet and five-tenths (5/10) of a foot above mean sea level at Portland, in the County of Cumberland and State of Maine, as adopted and used by the United States Geological Survey, said elevation to be determined by reference to the following bench marks;

(a) United States Geological Survey bench mark at South Windham, in the County of Cumberland and State of Maine, consisting of an aluminum tablet stamped "154" the elevation of the top surface of which tablet is one hundred fifty-three (153) feet and nine hundred six one-thousandths (906/1000) of a foot above said mean sea level, which tablet is situated on the east side of New Road, or High Street, so called, distant about nineteen (19) feet from the middle of the traveled way and about one hundred thirty-two (132) feet south along said High Street from its intersection with Depot Street, so called, and is set in the rock ledge about three (3) feet higher than said High Street.

(b) United States Geological Survey bench mark at White Rock, so called, in said Gorham, consisting of an aluminum tablet stamped "216", the elevation of the top surface of which tablet is two hundred sixteen (216) feet and one hundred sixty-six one-thousandths (166/1000) of a foot above said mean sea level. Said tablet is situated on the north side of the track of the Mountain Division of the Maine Central Railroad one hundred eighty (180) feet east of the crossing of the highway near White Rock station and set in rock ledge in the first cut east of said station

(c) And also by reference to the following bench mark, namely, the bench mark established by said E. I. du Pont de Nemours Powder Company at Gambo Falls, which is the top of a brass bolt with an hexagonal head leaded into the upper end of a four-inch cast iron pipe eight (8) feet long and set in a concrete block, the top of which pipe is about six (6) inches above the surface of the ground. Said pipe is set near the westerly side of the triangle formed by the roadways on the east side of said Company's office at said Gambo Falls. The elevation of the top of said brass bolt is one hundred sixty-one (161) feet and two hundred forty one-thousandths (240/1000) of a foot above said mean sea level. Said elevation of one hundred sixty-one (161) feet and two hundred forty one-thousandths (240/1000) of a foot is determined from the United States Geological Survey bench marks hereinbefore mentioned and lettered (a) and (b)

For the location of said bench marks, reference is hereby made to plan hereunto annexed, said plan being part of Portland & Gray sheets of U. S. G. S. of

VIL RESP00403



Maine, and made part of this instrument. And said Androscoggin Pulp Company, for itself, its successors and assigns, further covenants and agrees with the said E. I. du Pont de Nemours Powder Company, its successors and assigns, that it will neither build, construct, operate nor maintain any dam at said Little Falls, the effective rollway or rollways of which shall be less than one hundred fifty (150) feet in length. And said Androscoggin Pulp Company, for itself, its successors and assigns, further covenants and agrees that it will neither construct, place, operate, nor maintain on any part of the rollway or rollways, of said dam, at whatever height less than said height of one hundred nine (109) feet and five-tenths (5/10) of a foot said dam may be maintained, any flashboards or other obstructions which shall extend above said height of one hundred nine (109) feet and five-tenths (5/10) of a foot, without the express written permission, signed by an executive officer, of said E. I. du Pont de Nemours Powder Company, its successors and assigns. And the said E. I. du Pont de Nemours Powder Company, in consideration of the premises and of the sum of one dollar to it paid by said Androscoggin Pulp Company, the receipt whereof is hereby acknowledged by said E. I. du Pont de Nemours Powder Company, does hereby for itself, its successors and assigns, covenant and agree with said Androscoggin Pulp Company, its successors and assigns, that the said Androscoggin Pulp Company now has the right to maintain, so far as any right of the said E. I. du Pont de Nemours Powder Company is concerned, a dam at said Little Falls the effective rollway or rollways of which are not less in the aggregate than one hundred fifty (150) feet in length, and, together with any flashboard or flashboards which may be constructed, placed, operated, or maintained thereon, do not extend above said height of one hundred nine (109) feet and five-tenths (5/10) of a foot above said mean sea level as hereinbefore described and determined. And said E. I. du Pont de Nemours Powder Company, for itself, its successors and assigns, further covenants and agrees with said Androscoggin Pulp Company, its successors and assigns, that neither it, said E. I. du Pont de Nemours Powder Company, nor its successors or assigns, shall, as owner or owners of said Gambo Falls, bring any action at law or suit in equity against the said Androscoggin Pulp Company, its successors or assigns, for any injury to their rights as such owner or owners because of the building, constructing, operating or maintaining by said Androscoggin Pulp Company, its successors or assigns, of a dam at said Little Falls, Provided the rollway in said dam is of no greater height or elevation than one hundred nine (109) feet and five-tenths (5/10) of a foot above said mean sea level as hereinbefore described and determined; and Provided, further, that the effective rollway or rollways of said dam are not less in the aggregate than one hundred fifty (150) feet in length, and Provided, further, that no flashboard or flashboards or other obstructions are constructed, placed, operated, or maintained which shall extend above said height of one hundred nine (109) feet and five-tenths (5/10) of a foot, on any part of said rollway or rollways, without the express written permission of said E. I. du Pont de Nemours Powder Company, its successors and assigns.

IN WITNESS WHEREOF, the said E. I. du Pont de Nemours Powder Company has

VIL RESP00404

caused its corporate name to be signed and its corporate seal to be hereunto affixed by H. M. Barksdale, its Vice-President, thereunto duly authorized, and the said Androscoggin Pulp Company has caused its corporate name to be signed and its corporate seal to be hereunto affixed by Geo. H. Clough, its Treasurer, thereunto duly authorized, on the day and year first above written.

CORPORATE SEAL

E. I. DU PONT DE NEMOURS POWDER COMPANY

By H. M. Barksdale, Vice-President.

Signed, sealed and delivered in the presence of

L. R. Beardslee, Ass't Sec'y.

Chester W. Alden

ANDROSCOGGIN PULP COMPANY. Corporate Seal

By G. H. Clough, Treasurer.

State of Delaware, New Castle County, ss. December 11th, 1913. Then personally appeared the above named H. M. Barksdale and acknowledged the foregoing instrument to be the free act and deed of E. I. du Pont de Nemours Powder Company.

Before me, Percy E. Strickland

Notary Public, Notarial Seal.

Commonwealth of Massachusetts, Suffolk, ss. Jan. 7, 1914. The- personally appeared the above named G. H. Clough, of Reading, Mass and acknowledged the foregoing instrument to be the free act and deed of Androscoggin Pulp Company.

Before me, Edward L. Rantoul

Notary Public, Notarial Seal.

Received January 12, 1914, at 4h 50m P. M. and recorded according to the original

-----  
KNOW ALL MEN BY THESE PRESENTS, that I, William M. O'Neill O'Neill of Baltimore in the County of Baltimore and State of Maryland, owner of a certain ✓ to mortgage given by Frank E. Fickett to me dated October 23, A. D. 1908, and record- O'Neill ed in Cumberland County Registry of Deeds, Book 830, Page 78, in consideration of Assignment seven hundred dollars, paid by James B. O'Neill of Portland in the County of Cumberland and State of Maine, the receipt whereof is hereby acknowledged, do hereby sell assign, transfer and convey unto the said James B. O'Neill the said mortgage deed, the note, debt and claim thereby secured, and all -- right, title and interest, by virtue of said mortgage in and to the real estate therein described.

TO HAVE AND TO HOLD the same to the said James B. O'Neill and his heirs and assigns to their own use and behoof forever, subject, nevertheless, to the conditions therein contained and to redemption according to law.

IN WITNESS WHEREOF, I the said William M. O'Neill has hereunto set his hand and seal this 2nd day of November A. D. 1908.

Signed, sealed and delivered in presence of

John R. Smith

William M. O'Neill Seal

State of Maryland, City of Baltimore, ss. ----- Then personally appeared the above named William M. O'Neill and acknowledged the foregoing instrument to be his free act and deed, before me,

VIL RESP00405



Registry of Deeds, Plan Book 11, Page 61. Said lot five hundred sixty-seven (567) is situated on Hillcrest Avenue and said lot six hundred thirty (630) is situated on Park Court, and said lots measure each thirty (30) feet in width by ninety (90) feet in depth, and contain each, according to said plan two thousand seven hundred (2700) square feet, more or less. Being the same premises conveyed to Enoch G. Curry by Mary E. Varney by deed dated June 8, 1909, and recorded in said Cumberland County Registry of Deeds, Book 843, Page 108.

Also certain lots or parcels of land situated on Hillcrest Avenue and Park Court in said Portland, to wit:- Lots numbered five hundred sixty-nine (569), five hundred seventy (570), six hundred twenty-seven (627) and six hundred twenty-eight (628), as shown on plan by A. L. Eliot, C. E. of lots at Brighton Avenue Terrace Annex now or formerly belonging to J. W. Wilbur, which said plan bears date August 1, 1907, and is recorded in the Cumberland County Registry of Deeds, Plan Book 11, Page 61. Said lots each measure thirty (30) feet in width by ninety (90) feet in depth, and contain each according to said plan, twenty-seven hundred (2700) square feet, more or less. Being the same premises conveyed to Enoch G. Curry by Louisa A. Merrill by deed dated July 20, 1910, and recorded in said Cumberland County Registry of Deeds, Book 861, Page 474. This conveyance was made subject to the restriction mentioned in deed of Jacob W. Wilbur to said Louisa A. Merrill, viz:- that no shanties or huts shall be built on the lots aforesaid.

Being the same premises conveyed by Ina J. Heatley of said Portland, to the said Ahira W. Bridges, by her deed of mortgage, dated on the 29th day of May, 1944, and recorded in the Cumberland County Registry of Deeds in Book 1744, Page 185; and that such entry was made and possession taken as aforesaid for the avowed purpose of foreclosing said mortgage because of a breach of the condition thereof.

Olive K. Bridges  
Olive K. Bridges

Max L. Pinansky  
Max L. Pinansky

State of Maine. County of Cumberland, ss.

August 9, 1945.

Signed and sworn to by the said Olive K. Bridges and Max L. Pinansky.

Before me, Mary E. Davis

Justice of the Peace

= Received August 17, 1945, at 4h 20m P. M., and recorded according to the original

THIS INDENTURE, made this 25th day of July, 1945, by and between CUMBERLAND SECURITIES CORPORATION, a corporation duly organized and existing under the laws of the State of Maine and having its principal place of business at Portland, in the County of Cumberland, said State, party of the first part, hereinafter sometimes called the "Grantor", and WINDHAM FIBRES, INC., a corporation duly organized and existing under and by virtue of the laws of said State and having its principal place of business at said Portland, party of the second part, hereinafter sometimes called the "Grantee",

Cumber-  
land  
Securi-  
ties  
Corp.  
to  
Windham  
Fibres,  
Inc.  
Deed

VIL\_RESP00406

## WITNESSETH

F.D.G.

In consideration of the sum of One Dollar and other valuable consideration paid by said WINDHAM FIBRES, INC., the receipt whereof is hereby acknowledged, the said Cumberland Securities Corporation does hereby give, grant, bargain, sell and convey unto the said WINDHAM FIBRES, INC., its successors and assigns forever, a certain lot or parcel of land with buildings thereon, located in the Town of Windham, at Little Falls, so called, said County and State, more particularly bounded and described as follows:

Beginning in said town of Windham at a point on the easterly side of the Old Gray Road, so called, being the main street in the Village of South Windham, four and one-half ( $4\frac{1}{2}$ ) feet southerly from the southwesterly corner of the old tavern, so called, situated at the southeasterly corner of Depot Street and said Old Gray Road; thence running south  $83^{\circ} 53'$  east to the southwesterly corner of land, formerly of William Bickford and now of this Grantor, at an iron pipe set in the ground; thence northerly three and one-half ( $3\frac{1}{2}$ ) rods, more or less, to the southerly side of Depot Street; thence easterly along said Depot Street eighty-nine and one-half ( $89\frac{1}{2}$ ) feet, more or less, to an iron pin set in the ground at land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof at an iron pin set in the ground; thence easterly by said Bailey land seventy-four (74) feet, more or less, to the southeasterly corner thereof at an iron pin set in the ground; thence northerly by said Bailey land to the southerly side of Depot Street at an iron pin set in the ground; thence easterly along the southerly side of said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence south  $18^{\circ} 30'$  east by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a concrete monument; thence south  $44^{\circ} 25'$  east by said Hart heirs' land seventy-two (72) feet to an iron pin; thence north  $72^{\circ} 51'$  east and on line of a fence eight (8) rods ten (10) links, more or less, to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said Maine Central Railroad Company land seven hundred (700) feet; thence westerly at right angles to the last mentioned course two hundred thirty (230) feet, more or less, to an iron pipe set in the ground one rod easterly from the top of the bank of the Presumpscot River; thence northerly on a line parallel with the top of said bank and one rod easterly therefrom a distance of four hundred sixty (460) feet, more or less, to an iron pipe set three (3) feet southerly from the southerly face of a concrete building known as the Machine Room Building; thence north  $77^{\circ} 23'$  west parallel with and three (3) feet distant southerly from the face of said Machine Room Building two hundred thirty-one (231) feet, more or less, to the base of the southerly foundation wall of the Main Building, so called, at the easterly side of the Wheel House, so called; thence southerly, easterly, southerly, westerly and northerly along the face of the foundation of the Wheel House, so called, to the southerly face of the foundation of the Main Building, at a point where the westerly foundation of said Wheel House inter-

sects the same; thence westerly along the southerly face of the foundation of said Main Building and the extension thereof to a corner of said foundation; thence northerly along the base of the westerly end of said foundation wall eight (8) feet, more or less, to a point where said base intersects the projection easterly of the southerly faces, at the bases thereof, of the two concrete piers which support the southerly side of said Extension; thence westerly along said projected line forty-three (43) feet, more or less, to the southwesterly corner of the base of the concrete pier which supports the southwesterly corner of said Extension; thence northerly and at right angles to the last mentioned course a distance of nineteen (19) feet, more or less, to a point at the intersection with a straight line projected easterly parallel with and three (3) feet southerly from the southerly side of Storehouse No. 3; thence westerly along said last mentioned projected line to the easterly side of the Old Gray Road; thence northerly along the easterly side of the Old Gray Road to the point of beginning.

Together with all the Grantor's right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises; also the right to have the balcony which is annexed to the southerly wall of the concrete building, so called, as said balcony is now constructed and located, project over the land of the Grantor; also all personal property owned by the Grantor which is located on the above described premises at the date hereof.

Meaning and intending to convey a portion of the premises conveyed to this Grantor by Robert Gair Company, Inc. by deed dated March 7, 1940, recorded in Cumberland County Registry of Deeds, Book 1601, Page 95. The above described premises are conveyed expressly subject to all the exceptions and reservations as the same are specifically set forth in said Robert Gair Company, Inc. deed; also the agreement dated July 25, 1913 between E. I. DuPont de Nemours Powder Company and Androscoggin Pulp Company, respecting the dam at Little Falls, to the extent that said agreement may remain in force; also sidetrack agreement with the Maine Central Railroad Company; and any state of facts which an accurate survey would show.

Excepting from this conveyance a triangular piece of land containing 5,580 square feet, more or less, adjoining the westerly line of said Maine Central Railroad Company, which was conveyed by Samuel D. Warren, et al, surviving trustees, to Portland and Ogdensburg Railroad by deed dated September 30, 1908, recorded in said Registry, Book 823, Page 396.

Also excepting from this conveyance a pole line easement between this Grantor and Central Maine Power Company, dated October 6, 1944, recorded in said Registry, Book 1759, Page 348.

Excepting and reserving to the Grantor, its successors and assigns, all riparian rights (exclusive of any flowage rights other than those excepted and reserved in the following paragraph) and all rights of every kind and nature in and to the waters of the Presumpscot River, including without limitation of the foregoing the exclusive right to use, lower, discharge and divert the waters of said River and any of its tributaries at any and all times without restriction or liability of any



F.D.G. kind as may be deemed desirable by the Grantor and without liability for any damage which may be caused by drouth, flood or uneven handling of said waters.

Also excepting and reserving as aforesaid the perpetual right and easement to overflow and flood the above described premises as the same may be overflowed and flooded by means of the present dam as the same is now constructed across the Presumpscot River at Little Falls, so called, or any renewals or replacements thereof, or any dam constructed at or near the location of the present dam with a total effective height, including flashboards, of an elevation of 110, which is 1.66 feet below a benchmark located at the southwesterly corner of the concrete wall of the Wheel House shown on Plan entitled "Plan of Property covered in Deed to Windham Fibres, Inc. from Cumberland Securities Corporation" dated July 17, 1945, which said Plan is to be recorded in the Cumberland County Registry of Deeds.

Also excepting and reserving as aforesaid the right to land and construct a dam, with or without flashboards, against the southerly wall and foundation of said Main Building and/or the Extension thereof and the westerly wall and foundation of said Wheel House; also the right to maintain and repair at the points of contact with said walls and foundations any dam as now or hereafter constructed, including flashboards; also the right to face up with masonry to the height and thickness deemed desirable by the Grantor said wall and foundation of said Main Building and the Extension thereof, including its westerly wall and foundation, and said westerly wall and foundation of said Wheel House, expressly including the right to face up to the level of the basement floor of said Extension the section of the foundation wall of said Extension which runs under the same; also the right to cover up with masonry any or all of the lower windows in the southerly wall of said Main Building, the southerly and westerly walls of said Extension and the westerly wall of said Wheel House; also the right to maintain and repair said facing, but without obligation on the part of the Grantor to maintain or repair the same or the wall or foundation walls to which said facing may be affixed; also the right to block off and fill in and keep blocked off and filled in each of the penstocks running under the buildings hereby conveyed; also the right to fill in up to the basement floor levels the space behind and adjacent to the inner side of the southerly foundation and wall of said Main Building, said Extension (expressly including the right to fill in with masonry the space behind and adjacent to that section of the foundation wall of said Extension which runs under said Extension) and the westerly foundation and wall of said Wheel House to the extent deemed desirable by the Grantor to reinforce the same adequately in connection with its operation and maintenance of the present dam as the same is now constructed, including flashboards, or any other dam including flashboards which may be constructed at or near Little Falls, so called; also the right to maintain said fill but without obligation on the part of the Grantor to maintain the same or the walls and foundation walls which said fill is designed to reinforce. Said rights may be exercised by sluicing in fill through the lower windows of said Main Building, said Extension or said Wheel House and down through openings which may be cut in the basement floors of said buildings.

Also excepting and reserving as aforesaid the right to enter upon the above described premises for the purpose of constructing, operating and maintaining its said dams and appurtenances connected therewith and to repair, replace and maintain such part of the southerly and westerly walls of said Main Building and the Extension thereof and the Wheel House as may be necessary in the opinion of the Grantor to enable it to efficiently operate its said dam or any other dams constructed at or near Little Falls, so called; provided that the exercise of said right shall not unreasonably interfere with the operation and use by the Grantee of the premises hereby conveyed.

Also excepting and reserving as aforesaid the right to pass and repass for any and all purposes to and from Depot Street to any point on said one-rod strip located along the easterly bank of the Presumpscot River and/or to its dam constructed at said Little Falls along the two rights of way as the same are now located from Depot Street, and through the buildings as the same now are or hereafter may be constructed upon the above described premises along suitable and convenient rights of way to be designated by the parties hereto.

Also excepting and reserving as aforesaid the perpetual rights and easements to erect, repair, rebuild, operate and patrol electric transmission and distribution lines consisting of suitable and sufficient poles and/or towers with sufficient foundations, together with wires strung upon and extending between the same for the transmission of electric energy, together with all necessary fixtures, cross-arms, braces, anchors, wires and guys over and along (1) a strip of land 100 feet in width and extending from the southerly boundary of the above described premises on the easterly side of the Presumpscot River to a point 25 feet distant northerly from the Grantor's substation as the same is now constructed on the easterly side of said Presumpscot River, the westerly boundary of said strip to be  $37\frac{1}{2}$  feet distant westerly from the center line of the present transmission line of the Grantor as the same is now constructed and the easterly boundary to be  $62\frac{1}{2}$  feet distant easterly from the center line of said transmission line as now constructed; and (2) a strip of land 100 feet in width extending in a westerly direction from said substation or from some suitable and convenient point on the aforesaid pole line to the easterly line of the premises hereby conveyed; also the right to cut, trim and remove such trees, branches and underbrush as will in the opinion of the Grantor, its successors or assigns, interfere with or endanger the operation of said electric lines; also the right to cut, trim and remove any tall trees located outside either of said strips which in falling would in the opinion of the Grantor, its successors or assigns, interfere with or endanger the operation of said lines.

Also excepting and reserving as aforesaid the perpetual rights and easements (1) to operate, repair, replace and maintain the Grantor's said substation as the same is now located; (2) to operate, repair, rebuild and maintain the Grantor's distribution line as the same is now constructed extending from its substation to the southerly wall of the Grantee's building, including the fixtures attached to said building; (3) to erect, operate, repair, rebuild and maintain a distribution line to

be located from the Grantor's said substation northwesterly to the Grantee's building; and (4) to enter upon the above described premises for the purposes of constructing, operating and maintaining said substation and pole lines.

Also excepting and reserving as aforesaid that part of the dam constructed across the Presumpscot River at Little Falls, so called, as is located on the above described premises.

U.S.I.R.  
\$7.15  
7/25/45  
F.D.G.

TO HAVE AND TO HOLD the above described premises with all the privileges and appurtenances thereunto belonging to the said Windham Fibres, Inc., its successors and assigns, to its and their own use and behoof forever, except as aforesaid; subject, however, to the covenants and agreements hereinafter contained.

AND the said Grantor Corporation does hereby covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises; that they are free of all incumbrances, except as aforesaid; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

AND for the consideration aforesaid the said Windham Fibres, Inc. hereby covenants and agrees for itself, its successors and assigns, as follows:

(1) That no matter reasonably objectionable to the Grantor shall be dumped or thrown into or suffered to pass into the Presumpscot River from the premises hereby conveyed.

(2) That the Grantee shall indemnify and hold harmless the Grantor, its successors and assigns, from any and all damage resulting directly or indirectly to property of the Grantee from the excavation for and construction of any dam or dams which may be built at or near said Little Falls to a height with flashboards not to exceed an elevation of 110, which height is 1.66 feet below a benchmark located at the southwesterly corner of the concrete wall of the Wheel House shown on said Plan, except for such damage as may result directly from the gross or wilful negligent acts of the Grantor.

It is mutually understood and agreed that a certain lease made by and between the parties hereto as of January 1, 1945, is hereby cancelled and deemed to be null and void and of no effect.

Nothing in this Indenture contained shall be deemed to give anyone other than the Grantee, its successors or assigns, any rights either at law or in equity against the Grantor, its successors or assigns.

The provisions of this Indenture shall be binding upon and inure to the benefit of the successors and assigns of Cumberland Securities Corporation and Windham Fibres, Inc. wherever the context permits.

IN WITNESS WHEREOF, said Cumberland Securities Corporation has caused its corporate name to be signed and its corporate seal affixed by Fred D. Gordon, its President, hereunto duly authorized, and the said Windham Fibres, Inc. has caused its corporate name to be signed and its corporate seal affixed by Gustav Machlup, its Treas-

**VIL\_RESP00411**



urer, hereunto duly authorized, all as of the day and year first above written.

Signed, Sealed and Delivered in Presence of

CUMBERLAND SECURITIES CORPORATION

CORPORATE SEAL

Fred C. Scribner, Jr.

By Fred D. Gordon, President

WINDHAM FIBRES, INC. CORPORATE SEAL

Fred C. Scribner, Jr.

By Gustav Machlup Treasurer

STATE OF MAINE,

Cumberland,ss.

July 25, 1945.

Personally appeared the above named Fred D. Gordon, President of Cumberland Securities Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Cumberland Securities Corporation. Before me, Fred C. Scribner, Jr.

Justice of the Peace

STATE OF MAINE,

Cumberland,ss.

July 25, 1945.

Personally appeared the above named Gustav Machlup, Treasurer of Windham Fibres, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Windham Fibres, Inc.

Before me, Fred C. Scribner, Jr.

Justice of the Peace

= Received August 17, 1945, at 4h 35m P. M., and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS THAT WINDHAM FIBRES, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its principal place of business at Portland, in the County of Cumberland and said State, in consideration of Twelve Thousand Five Hundred Dollars (\$12,500) paid by MAINE STEEL, INC. a corporation duly organized and existing under and by virtue of the laws of said State and having its principal place of business at said Portland, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said Maine Steel, Inc., its successors and assigns forever, the lot or parcel of land with the buildings thereon located in the Town of Windham at Little Falls, so-called, in said County and State, which was acquired by the Grantor under and pursuant to the terms of a certain indenture between the Grantor and Cumberland Securities Corporation, dated July 25, 1945, and recorded in Cumberland County Registry of Deeds on August 17, 1945.

Windham  
Fibres,  
Inc.  
to  
Maine  
Steel,  
Inc.  
Mort.

Discharge  
Book 2146  
Page 460

This conveyance is made subject to all the covenants, restrictions, reservations, easements and impairments of title set forth and described in said indenture of trust.

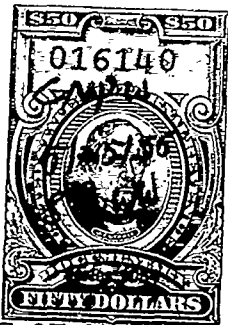
TO HAVE AND TO HOLD the aforegranted and bargained premises with all privileges and appurtenances thereof to the said MAINE STEEL, INC., its successors and assigns, to its and their own use and behoof forever, and the Grantor does covenant with the

STATE OF MAINE,  
Kennebec ss.

Augusta, May 25, 1955.

Personally appeared the above named Lawrence J. Keddy, President of Mallison Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Mallison Corporation, before me,

*James W. Wilson*  
Justice of the Peace



STATE OF MAINE CUMBERLAND, ss REGISTRY OF DEEDS MAY 27 1955  
Received at H-M-M and recorded in Book 2232 Page 33  
Attest *Robert J. Cray* Register

Cumberland  
Securities  
Corp  
  
to  
  
Mallison  
Corp  
  
----  
Deed

THIS INDENTURE made the 25th day of May, 1955, by and between CUMBERLAND SECURITIES CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its principal office at Augusta, in the County of Kennebec, said State, hereinafter sometimes called "the Grantor", and MALLISON CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having a place of business at Gorham, in the County of Cumberland, said State, hereinafter sometimes called "the Grantee",

W I T N E S S E T H

In consideration of the sum of One Dollar and other valuable consideration paid by Mallison Corporation, the receipt whereof is hereby acknowledged, Cumberland Securities Corporation does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said Mallison Corporation, its successors and assigns forever, a certain lot or parcel of land situated in the Town of Windham, said County of Cumberland and State of Maine, bounded and described as follows:

447

Northerly by land conveyed by Cumberland Securities Corporation to Windham Fibres, Inc. by Indenture dated July 25, 1945, recorded in Cumberland County Registry of Deeds, Book 1787, Page 353, and by land conveyed by Cumberland Securities Corporation to Atlantic Mills, Inc. by Indenture dated January 29, 1954, recorded in said Registry, Book 2167, Page 245; easterly by land of the Maine Central Railroad; southerly by land formerly of Samuel Rindge and the land conveyed by Central Maine Power Company to Mallison Corporation by deed of even date herewith; westerly by the Presumpscot River; being a portion of the premises conveyed to this Grantor by Robert Gair Company, Inc. by deed dated March 7, 1940, recorded in said Registry, Book 1601, Page 95.

Excepting and reserving to the Grantor, its successors and assigns, the right to construct, erect, repair, replace, respace, operate, maintain and remove an electric line or lines in suitable and convenient locations to be agreed upon, extending from the northerly to the southerly line of the premises hereby conveyed; together with the right to cut, trim and remove such trees, branches and underbrush as in the opinion of the Grantor, its successors or assigns, will interfere with or endanger the operation of said electric line or lines as they may be constructed along and across the above described premises.

In the event that the Grantor, its successors and assigns, shall be unable to construct, erect, operate and maintain its said electric line or lines over, along and across the premises hereby conveyed because of insufficient space, then the Grantor, its successors and assigns, and the Grantee, its successors and assigns, will coordinate facilities as they exist at such time, such coordination to be at the cost and expense of the Grantor, its successors and assigns.

The Grantee covenants and agrees for itself, its successors and assigns, that it or they will, at the time such locations are agreed upon, upon written request of the Grantor, its successors or assigns, execute and deliver to the Grantor, its successors and assigns, the necessary pole line easements covering the locations agreed upon.

TO HAVE AND TO HOLD the aforegranted and bargained premises, together with the privileges and appurtenances thereto belonging, to the said Grantee, its successors and assigns, to its and their use and behoof forever,

And the said Grantor does covenant with the said Grantee, its successors and assigns, that it will warrant and forever defend the premises to it, the said Mallison Corporation, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the said Cumberland Securities Corporation has caused its corporate name to be signed and its corporate seal affixed by W. F. Wyman, its President, hereunto duly authorized, and the said Mallison Corporation has caused its corporate name to be signed and its corporate seal affixed by Lawrence J. Keddy, its President, hereunto duly authorized, all as of the day and year first above written.

Signed, Sealed and Delivered  
in presence of

Richard W. Wilson

CUMBERLAND SECURITIES CORPORATION  
By W. F. Wyman  
President

Maurice B. Plummer

MALLISON CORPORATION  
By Lawrence J. Keddy  
President

STATE OF MAINE,  
Kennebec, ss.

Augusta, May 25, 1955.

Personally appeared the above named W. F. Wyman, President of Cumberland Securities Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Cumberland Securities Corporation, before me,

Richard W. Wilson  
Justice of the Peace

STATE OF MAINE,  
Kennebec, ss.

May 25, 1955.

Personally appeared the above named Lawrence J. Keddy, President of Mallison Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Mallison Corporation, before me,

Richard W. Wilson  
Justice of the Peace



STATE OF MAINE  
Cumberland, ss. REGISTRY OF DEEDS  
Received MAY 27 1955  
at 9 H. L. M. M., and recorded  
in Book 2232 Page 46  
Attest: Robert J. Crum  
Register



KNOW ALL MEN BY THESE PRESENTS,

THAT, I, LAWRENCE J. KEDDY of Portsmouth in the County of Rockingham and State of New Hampshire, in consideration of One Dollar (\$1.00) and other valuable consideration paid by SCOTT PAPER COMPANY (S. D. WARREN DIVISION), a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 89 Cumberland Street in the City of Westbrook, County of Cumberland and State of Maine, the receipt whereof, I do hereby Acknowledge, do hereby Remise, Release, Bargain, Sell and Convey and forever Quit-Claim unto the said Scott Paper Company (S. D. Warren Division), its successors and assigns forever, premises, rights and easements located in the Towns of Windham and Gorham in the County of Cumberland and State of Maine hereafter described:

First:

A certain lot or parcel of land with the buildings thereon and with part of the dam thereon situated at Little Falls in that part of the Town of Windham known as South Windham on the easterly side of Main Street, formerly known as the Old Gray Road and now designated State Route 202 and bounded and described as follows: (courses based on true meridian)

Beginning at a point on the easterly side of said Main Street at the southwest corner of the parcel of land formerly of Keddy Manufacturing Company, conveyed to Lawrence J. Keddy by deed of Park Corporation dated May 9, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3545, Page 141, which point is further described as being one hundred seventy-five (175) feet southerly of the southwest corner of land now or formerly of Robert Miele et al; and which point is further described as being one hundred seventy-two and fifty-seven hundredths (172.57) feet southerly of the monument with the iron pin located on the easterly side of Main Street near the corner of said Miele lot.

Thence North  $87^{\circ} 13'$  East by line of said land formerly of Keddy Manufacturing Company three hundred fifty-five and eighty-three hundredths feet (355.83) feet, more or less, on a course which intersects the face of the westerly foundation of the main factory building on the land so conveyed by Park Corporation to said Keddy at a right angle thereto, at a point marked by a drill hole set;

Thence South  $2^{\circ} 47'$  East along the said face of the westerly foundation fifty-eight and seventy-four hundredths (58.74) feet to a corner of said foundation;

Thence North 87° 30' East by the face of the southerly foundation of said building a distance of thirty-four and seventy-two hundredths (34.72) feet to a point distant twenty-five (25) feet northeasterly from the center of the 12,000 volt electric transmission line which runs southeasterly from a point near said corner of said foundation;

Thence running twenty-five (25) feet distant northeasterly from and parallel with said center of said electric pole line South 57° 44' 10" East by another portion of the land conveyed to said Keddy by deed of Atlantic Mills, Inc. dated October 30, 1961 and recorded in said Registry of Deeds in Book 2641, Page 44, a distance of three hundred eighty-nine and sixty hundredths (389.60) feet, more or less, to a corner wholly within said parcel conveyed by said Park Corporation to said Keddy which corner is at the intersection of the lines parallel with and twenty-five feet (25) distant northeasterly and easterly of the existing transmission line running between the generating stations at Little Falls and Mallison Falls;

Thence on a course of South 11° 08' 30" East a distance of seventy and sixty-three hundredths (70.63) feet, more or less, to line of land conveyed to said Keddy by said deed of Atlantic Mills, Inc.;

Thence on the same course one hundred twenty-seven and 50/100 (127.50) feet, more or less, to the line of land conveyed to Mallison Corporation by deed of Cumberland Securities Corporation dated May 25, 1955 and recorded in said Registry of Deeds in Book 2232, Page 46;

Thence by line of said Mallison Corporation land westerly to the thread of the Presumpscot River;

Thence by the thread of the River northerly and westerly to a point in the southerly extension of the easterly side line of said Main Street;

Thence northerly by said extension and by the easterly side line of Main Street to the point of beginning; including herewith all right, title and interest of the Grantor in and to land extending to the center line of any streets or roads adjoining said premises.

Subject to a right-of-way for vehicles and pedestrians thirty (30) feet in width extending easterly from Main Street from the point of beginning above described along the northerly boundary first above described to the doorway located in the westerly foundation of the said main factory building (a distance of three hundred fifty-five and eighty-three hundredths (355.83) feet, more or less), with the right reserved to the Grantor, his heirs and assigns, to maintain and use on, in and over said right-of-way the existing door and stairs adjacent to said main factory building.

Subject also to existing rights of Central Maine Power Company or others to maintain transmission lines over and across said premises.

Reference is made to the deed from Atlantic Mills, Inc. to Lawrence J. Keddy dated October 30, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44 and to the deed from Park Corporation to said Keddy dated May 4, 1974 and recorded in said Registry in Book 3545, Page 141.

Second:

A certain lot or parcel of land with any buildings and part of the dam

thereon situated at Little Falls in the Town of Gorham, bounded and described<sup>27</sup> as follows:

Beginning at a point on the Easterly side of said Main Street at the Northwestern corner of land now or formerly of Louis E. Brackett, et al;

Thence easterly by said Brackett land one hundred ninety-two (192) feet, more or less, to a corner;

Thence southerly by said Brackett land eighty-three (83) feet, more or less, to land now or formerly of George N. Sferes;

Thence easterly and southerly by said Sferes land to land of Eugene Hawkes;

Thence by Hawkes land easterly to the thread of the Presumpscot River;

Thence northerly and westerly by said thread to a point in the northerly extension of the easterly side line of said Main Street;

Thence southerly by said extension and by said easterly side line of Main Street to the point of beginning; including herewith all right, title, and interest of the Grantor in and to land extending to the center line of any streets or roads adjoining said premises.

Excepting and reserving the rights of the South Windham Public Library, or Trustees thereof, in buildings occupied by them and in the land on which they are erected, and the right of access thereto easterly from said Main Street.

Third:

All right, title and interest in any and all land which may lie westerly of Main Street in the Towns of Windham and Gorham, and which was conveyed by Robert Gair Co., Inc. to Cumberland Securities Corporation by deed dated March 7, 1940 and recorded in said Registry of Deeds, Book 1601, Page 95. Excepting, however, the premises and sewer right of way conveyed by Cumberland Securities Corporation to Julia L. Siciliano by deed dated April 29, 1941, recorded in said Registry of Deeds, Book 1637, Page 119, but conveying the flowage rights reserved to the Grantor therein. Excepting from this conveyance the parcel conveyed to the Inhabitants of the Town of Windham by deed of Lawrence J. Keddy dated November 29, 1961 and recorded in the said Registry of Deeds in Book 2646, Page 357, but conveying all rights reserved in said deed.

Also conveying to the Grantee, its successors and assigns, all the Grantor's right, title and interest in and to the bed of the said river and the right to use the waters of said river where the same adjoins all premises hereby conveyed, and all rights of flowage appurtenant to these premises. Reserving, however, to the said Lawrence J. Keddy, his heirs and assigns the right to use the waters of, and take water from, the Presumpscot River, where and if said waters are not within the premises herein conveyed, for cooling and processing purposes on other land of said Keddy, his heirs and assigns adjacent to the premises herein conveyed, and to discharge said waters, and any additional waters obtained from Public Water Supply used for cooling and processing purposes into the Presumpscot River in accordance with applicable Local, State and Federal Standards, and to maintain, repair and replace the existing closed circuit cooling pipe extending from said adjacent premises into the bed of the Presumpscot River, but in no event shall the Grantee herein be obligated to maintain or alter the flow of water in the Presumpscot River for the operation, maintenance, repair or replacement of said cooling pipe.

Also conveying to the Grantee, its successors and assigns that portion of the island sometimes called Little's Island which lies southerly of a line drawn from the monument with the iron near the southwest corner of land formerly of Robert Miele et al located on the easterly side of said Main Street and running on a course of North 89° West (True North) (the large oak tree mentioned in earlier deeds having long since been cut.)

Also conveying to the Grantee, its successors and assigns the right to maintain, repair and replace a structure on the building formerly of Park Corporation, later of Lawrence J. Keddy, for the purpose of supporting the 12,000 volt electric transmission line above mentioned.

Together with the right, in common with others so entitled, to pass and repass over, across and along the existing roadway, which starts on Depot Street near the line of land formerly of Lucy Hart and runs southerly and then easterly toward the land of Maine Central Railroad, then runs southerly, then westerly around the southerly end of the factory building to run between the factory building and the Presumpscot River, as a means of access to the electric transmission line and the supporting poles thereof near said River, and the right to retain, repair and replace in its present location one guy pole and anchors near the property line beside said existing roadway. Neither the Grantor nor the Grantee, their respective heirs, successors or assigns, shall be obligated to repair or maintain any portions of said roadway.

This conveyance is made subject, however, to the right to use, in common with the Grantor, his heirs and assigns, so much of said roadway as crosses premises herein conveyed.

The premises hereby conveyed are subject to the right and easement of the Central Maine Power Company, its successors and assigns, to repair, replace and maintain any and all of its transmission and distribution lines as are now located along and across said premises and the right of said Central Maine Power Company, its successors and assigns, to overflow and flood the above described premises as may be overflowed and flooded by means of its dam at Mallison Falls all as set forth in deed of Cumberland Securities Corporation to Atlantic Mills, Inc. dated January 29, 1954, recorded in said Registry of Deeds Book 2167, Page 245.

The above described premises are also conveyed subject to the covenants of the Grantor herein which are binding upon him, his heirs and assigns as to the use of water of the Presumpscot River which may be dammed up or stored, said covenants being more fully set forth in the said deed of Cumberland Securities Corporation to the Atlantic Mills, Inc. dated January 29, 1954.

The above described premises are also conveyed subject to an agreement respecting the height of the dam at Little Falls between E. I. DuPont De Nemours Powder Company and Androscoggin Pulp Company dated July 25, 1913 and recorded in said Registry of Deeds, Book 925, Page 176, to the extent said agreement may still be in effect.

Reference is made to the deed from Atlantic Mills, Inc. to Lawrence J. Keddy dated October 30, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44 and, as to a small portion, the deed from Park Corporation to Lawrence J. Keddy dated May 9, 1974 and recorded in said Registry of Deeds in Book 3545, Page 141.



TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging to the said Scott Paper Company (S. D. Warren Division), its successors and assigns forever.

And the said Grantor does covenant with the said Grantee, its successors and assigns that he has not delivered any unrecorded instrument to any third party or parties (excluding the Grantee herein) conveying any interest in or encumbering the real estate and interest in real estate listed and described herein.

IN WITNESS WHEREOF, the said Lawrence J. Keddy, unmarried, has hereunto set his hand and seal this *18th* day of *October* in the year of our Lord one thousand nine hundred and seventy-four.

Signed, Sealed & Delivered  
in presence of

*David P. Houghton*

*Lawrence J. Keddy* (Seal)  
Lawrence J. Keddy

STATE OF MAINE  
CUMBERLAND, ss.

*October 18,* 1974

Personally appeared the above named Lawrence J. Keddy and acknowledged the above instrument to be his free act and deed.

Before me,

*David P. Houghton*  
Attorney-at-Law

OCT 18 1974

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE  
Received at *11 P O / V. A. W.* and recorded in  
BOOK *3612* PAGE *25* *H. Carter Houghton* Register

22310

KNOW ALL MEN BY THESE PRESENTS,

THAT, MALLISON CORPORATION, a Corporation organized and existing under the laws of the State of Maine and located at South Windham in the Town of Windham, County of Cumberland and State of Maine in consideration of One Dollar (\$1.00) and other valuable consideration paid by SCOTT PAPER COMPANY (S. D. WARREN DIVISION), a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 89 Cumberland Street in the City of Westbrook, County of Cumberland and State of Maine, the receipt whereof, it does hereby Acknowledge, does hereby Remise, Bargain, Sell and Convey and forever Quit-Claim unto the said Scott Paper Company (S. D. Warren Division), its successors and assigns forever, premises, rights and easements located in the Towns of Gorham and Windham in the County of Cumberland and State of Maine, hereafter described:

First:

A certain easement over, upon and across land now or formerly of Raymond F. Phinney located in the Towns of Gorham and Windham, between land now or formerly of Eugene Hawkes, on the South and land now or formerly of Commercial Chemical Corporation in Windham on the North, more fully described in the deed from Atlantic Mills, Inc. to Mallison Corporation dated May 29, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2607, Page 23.

Second:

A certain easement over, upon and across land now or formerly of Eugene Hawkes situated in the Town of Gorham and extending from the Presumpscot River near land now or formerly of one Nealey Northerly sixteen hundred (1600) feet, more or less, to land now or formerly of Raymond F. Phinney, more fully described in the deed from Atlantic Mills, Inc. to Mallison Corporation dated May 29, 1961 and recorded in said Registry of Deeds in Book 2607, Page 25.

Third:

A certain lot or parcel of land situated in said Windham lying southerly of the first parcel of land conveyed to Lawrence J. Keddy by deed of Atlantic Mills, Inc. dated October 30, 1961 and recorded in said Registry of Deeds in Book 2641, Page 44 and more particularly described as follows:

Beginning on the southerly line of land so conveyed to Lawrence J. Keddy at a point which is twenty-five (25) feet easterly of the center line

of the existing pole line which connects the generating stations at Little Falls and at Mallison Falls;

Thence on a course of South 11° 08' 30" East along the line twenty-five (25) feet distant from and parallel with said pole line, and by line of land being leased by Lawrence J. Keddy to NMC Windham, Inc. to a line at right angles to the westerly boundary of the main line of track of Maine Central Railroad at a switch thereon;

Thence North 85° 16' 30" East sixty-seven and thirteen hundredths (67.13) feet to the westerly boundary of land now or formerly of Maine Central Railroad;

Thence running Southerly by said Maine Central Railroad land to line of land formerly of Samuel Rindge and now or formerly of Rich Properties, Inc. (see deed from Hudson Pulp & Paper Corporation dated December 28, 1964 and recorded in said Registry in Book 2873, Page 175 and deed recorded in said Registry in Book 3065, Page 761);

Thence westerly by line of said Rich Properties, Inc. land to the Presumpscot River;

Thence northerly by the Presumpscot River to the southerly line of land conveyed by Atlantic Mills, Inc. to Lawrence J. Keddy above mentioned;

Thence easterly by line of said Keddy land to the point of beginning.

Being a part of the premises described in the deed from Cumberland Securities Corporation to Mallison Corporation dated May 25, 1955 and recorded in said Registry of Deeds in Book 2232, Page 46, and subject to the reservations and covenants for the benefit of Cumberland Securities Corporation, its successors and assigns, more fully set out in said deed.

Fourth:

(1) A certain parcel of land, with buildings, structures, dam and mill privilege thereon and appurtenant thereto, situated in said Town of Gorham, at Mallison Falls, so called, on the southerly side of Mallison Street, so called, bounded and described as follows:

Beginning at an iron pin set in the ground at the northeasterly corner of land formerly of Thomas Brackett on the southerly side of said Mallison Street; thence extending South 27° 59' East on the line of said Brackett's land two hundred twenty-one (221) feet, more or less, to an iron pin set in the ground; thence extending North 54° 46' East two hundred eight (208) feet to an iron pin set in the ground on the westerly side of the Old Town Way, otherwise known as the Old Horse Beef Road, now known as Canal Street; thence running South 32° 38' East on the westerly side of said Canal Street four hundred ninety-six and one half (496 1/2) feet to a point, said point being the westerly end of a line established between Sebago Wood Board Company and Kirstina M. Walker, et al, by their two deeds dated November 10, 1899, recorded in Cumberland County Registry of Deeds, Book 682, Pages 122 and 200, respectively; thence on the same course a distance of one hundred eleven (111) feet to the southerly corner of the lot conveyed by Kirstina M. Walker et al to Mallison Power Company by deed dated May 23, 1900 and recorded in the Cumberland County Registry of Deeds in Book 688, Page 480;

Thence North 44° 22' East to an iron pipe on the easterly side of said Canal Street and on the northerly side of a right-of-way reserved by Central Maine Power Company in its deed to Mallison Corporation dated May 25, 1955 and recorded in said Registry of Deeds in Book 2232, Page 33; thence South 37° 09' East a distance of twenty-five (25) feet to the southerly side of said reserved right-of-way; thence North 61° 03' East a distance of fifty-six and seventy-two hundredths (56.72) feet to an iron pipe and a corner of land of Central Maine Power Company; thence South 37° 09' East by line of said Central Maine Power Company land a distance of forty-one (41) feet to an iron pipe; thence southerly on a curve to the right by the westerly bank of the former Cumberland and Oxford Canal a distance of two hundred nineteen (219) feet, more or less, to an iron pipe at line of land conveyed by Morse Willis to Stevi Penuk and Asta Penuk by deed dated November 5, 1923, recorded in Cumberland County Registry of Deeds in Book 1153, Page 387, said iron pin being set in the line established between Sebago Wood Board Company and Morse Willis by their two deeds dated November 11, 1899, recorded in said Registry of Deeds Book 682, Pages 205 and 206, respectively; thence extending North 50° 35' East along said Penuks' northerly line, which is the line established between Sebago Wood Board Company and Morse Willis by their said two deeds dated November 11, 1899, to the middle of the Presumpscot River; thence extending northerly up the middle of said river to the bridge across said river on said Mallison Street; thence extending southwesterly by said street to a point where a line extended North 27° 59' West from the iron pin at the point of beginning would intersect the last described line; thence extending South 27° 59' East a distance of thirty-one feet, more or less, to the iron pin at the point of beginning; together with all the Grantor's right, title and interest in and to the said Cumberland and Oxford Canal and the land over which the same is built and in and to any and all property, rights and interests conveyed to said Sebago Wood Board Company by Kirstina M. Walker, et al, and Morse Willis by their several deeds dated respectively November 10, 1899 and November 11, 1899, but subject to the rights of the public in and to said Mallison Street and said Canal Street; being a portion of the premises, properties, rights and privileges conveyed by said Sebago Wood Board Company to William W. Mason, Trustee, by its deed dated November 24, 1899 and recorded in said Cumberland County Registry of Deeds, Book 684, Page 175, and a portion of the premises, properties, rights and privileges conveyed by said William W. Mason, Trustee, to Mallison Power Company by deed dated January 28, 1903, recorded in said Registry, Book 728, Page 345.

The above described premises, rights and privileges are conveyed subject to all the terms, conditions, agreements and covenants as the same were contained in said deed from Sebago Wood Board Company to William W. Mason, Trustee.

Subject to the right reserved to Central Maine Power Company, its successors and assigns, to pass and repass for any and all purposes over, along and across said road leading from Canal Street to the Mallison Power Station, the same to be used in common with the Grantee and others entitled to use the same. (All courses in present deed based on True Meridian).

(2) A certain lot or parcel of land in Windham and/or Gorham in said County of Cumberland, at Mallison Falls, so called, together with the dam situated thereon and the mill privileges connected therewith, except as are hereinafter reserved or excepted, bounded and described as follows:

Beginning at a stone monument near the easterly bank of the Presumpscot River, in the northerly boundary line of the remaining land owned by Samuel Rindge on February 4, 1932 and of the premises conveyed by said Samuel Rindge to Cumberland County Power and Light Company by deed dated February 4, 1932, recorded in Cumberland County Registry of Deeds, Book 1392,



Page 174, said stone monument being distant southwesterly two hundred eighteen and three tenths (218.3) feet from the center line of the Maine Central Railroad, Mountain Division, as now constructed, measured along said northerly boundary line; thence South 65° 29' East three hundred ninety-seven and three tenths (397.3) feet to a point at the shore end of an old abutment in the easterly bank of said river, south of the highway bridge over said river; thence south 24° 47' East one hundred ten and four hundredths (110.04) feet to a point six (6) feet northwesterly of the "cloth building", so called, on said remaining land of Samuel Rindge; thence south 47° 32' East sixty-one and forty-nine hundredths (61.49) feet by a line parallel with and six (6) feet westerly from said cloth building to the southerly or downstream side of the existing dam structure; thence South 42° 11' West thirty-three and forty-five (33.45) feet, by a line parallel with and six (6) feet northerly from the "dye house", so called, on said remaining land of Samuel Rindge; thence South 26° 13' East nineteen and eighty-four hundredths (19.84) feet, by a line parallel with and six feet (6) northwesterly from said dye house; thence South 42° 06' West twenty-eight and nineteen hundredths (28.19) feet, by a line parallel with and six feet northwesterly from said dye house; thence South 47° 05' East one hundred twenty-seven and seven tenths (127.7) feet, by a line parallel with and six feet southwesterly from said dye house, to a point in the prolongation of the southeasterly line of said dye house; thence South 61° 00' East one hundred fourteen and two hundredths (114.02) feet to a monument formerly six (6) feet distant southwesterly from the pump house in the rear of the machine shop on said remaining land of Samuel Rindge, which point (in 1974) is twenty-five and forty-nine hundredths (25.49) feet southwesterly from the southwesterly corner of the machine shop; thence South 53° 17' East three hundred twenty-eight and four tenths (328.4) feet to a monument where once stood a twenty-inch beech tree; thence South 32° 28' East five hundred sixty-one and nine tenths (561.9) feet to an iron pipe in the southerly boundary line of said remaining land of Samuel Rindge near the easterly bank of said river; thence turning and running South 65° 36' West, in a prolongation of said southerly boundary line of said remaining land of Samuel Rindge, to the center of the Presumpscot River; thence turning and running northerly, by a meandering line, through the center of said Presumpscot River, to the intersection of said center line with the prolongation of the northerly boundary line of said remaining land of Samuel Rindge; thence turning and running northeasterly along the line of said prolongation to the stone monument at the point of beginning.

In case of any question as to distances or bounds of the above described property, reference shall be had to plan of the property conveyed by said deed of Samuel Rindge dated February 4, 1932, entitled "Survey of Water Power at Mallison Falls, Cumberland County Power & Light Company" dated Dec. 1, 1931 and numbered 391-1, recorded in Cumberland County Registry of Deeds, Book of Plans No. 20, Page 47. (All courses in present deed based on True Meridian).

Also conveying to the Grantee, its successors and assigns, the right to enter on the said remaining premises owned by Samuel Rindge on February 4, 1932 from time to time whenever necessary or expedient for the purpose of inspecting, altering, maintaining, repairing or removing any or all of the buildings or structures now or hereafter located upon the premises conveyed by Samuel Rindge to Cumberland County Power and Light Company by said deed of February 4, 1932, or erecting new buildings or structures thereon, or operating said dam or any other dam constructed in place thereof.

Also conveying to the grantee, its successors and assigns, with respect to a portion of the said remaining premises owned by Samuel Rindge on February 4, 1932, to wit: a triangular area marked "A" on the said plan recorded as aforesaid, and bounded and described as follows:

Beginning at the stone monument near the easterly bank of the Presumpscot River, said stone monument being the northwesterly corner of said remaining premises owned by Samuel Rindge on February 4, 1932; thence running northeasterly along the said northerly boundary line along said remaining premises a distance of one hundred (100) feet; thence turning and running southerly across said remaining premises a distance of one hundred (130) thirty feet, more or less, to a point in the division line between said remaining premises and the premises described in this paragraph (4), one hundred fifty (150) feet distant southeasterly along said division line from the stone bound above mentioned; thence turning and running northwesterly along said division line one hundred fifty (150) feet to said stone monument at the point of beginning, containing six thousand three hundred thirty-seven and five tenths (6,337.5) square feet, more or less; the perpetual privilege, authority and easement to erect, construct and maintain thereon and thereover electric power lines consisting of poles or metal towers as may be hereafter decided on by said Grantee, with wires attached thereto for the transmission of electricity and with all necessary foundations, fixtures, anchors, guys, braces, crossarms, cables, wires, and other appurtenances, and to maintain, repair and replace such electric power lines, to stretch wires and to conduct electricity through said wires for all purposes of the Grantee over and across the above-described property owned by Samuel Rindge on February 4, 1932; together with the right to enter upon said premises at all times for the purpose of repairing or replacing said electric power lines, together with the right to trim and cut down any and all trees, timber and bushes thereon and such tall trees, outside of said area, as in falling would reach the wires of any power line so located on such area, provided the center line of such power line is not less than twenty-five (25) feet from either side line of such area; reserving, however, to Samuel Rindge, his heirs and assigns, the title to the wood and trees so cut, and also reserving the use and enjoyment of such area for all such purposes as do not conflict or infringe upon the use of such area by the Grantee, its successors and assigns, for the purposes above mentioned.

Also conveying to the Grantee, its successors and assigns, the perpetual privilege, authority and easement to overflow and flood the remaining premises owned by Samuel Rindge on February 4, 1932 as the same may be overflowed and flooded by means of the dam hereby conveyed or any other dam constructed across the Presumpscot River in place thereof at such a height that the same will not hold back the water in excess of the height caused by the said dam hereby conveyed.

Meaning and intending hereby to convey with limitation hereof all the right, title and interest which the Grantor may have in and to said dam, the land on which it stands and on which any stone abutment connected therewith is located, including all right, title and interest of the Grantor in and to the bed of the Presumpscot River and the waters thereof in the Towns of Windham and Gorham, including all mill privileges, all except as are herein reserved or excepted; flowage, riparian and water rights however evidenced and wherever and whenever acquired, except as herein otherwise limited with respect to said remaining land owned by Samuel Rindge, also all flumes, penstocks, gates and gatehouses as now located upon the lands hereby conveyed; and all rights of way and other easements, if any, owned by this Grantor, the same being used or useful in connection with the operation and maintenance of said dam. Being a portion of the premises conveyed by deed of Windham Manufacturing Company to Samuel Rindge, dated December 7, 1927, and recorded in Cumberland County Registry of Deeds, Book, 1278, Page 455, and the

same premises conveyed by Samuel Rindge to Cumberland County Power and Light Company by said deed of February 4, 1932. Subject, however, to the right, title and interest of all persons in and to so much of the highway and bridge over the Presumpscot River between Windham and Gorham as lies within the above described premises.

The premises described in this paragraph (2) are conveyed expressly subject to the right of said Samuel Rindge, his heirs, executors, administrators and assigns, and successors in title, to the free and uninterrupted right to take from the Presumpscot River water in amounts not exceeding 500,000 gallons per 24 hours for use on the remaining premises owned by said Samuel Rindge on February 4, 1932, the said water to be used for any purpose on said remaining premises except for the generation of water power; provided, however, that said exception shall not prohibit the manufacture and use of steam for any and all purposes on said remaining premises, and, in addition thereto, such amount of water, there being no obligation however on the part of the Grantee and its successors and assigns to furnish the same, for adequate fire protection and for the devices and equipment now or hereafter installed on said remaining premises with respect thereto as may be advisable or expedient or recommended or required by insurance companies whose regular business is the writing of fire risks.

The Grantee covenants and agrees for itself, its successors and assigns, that it and its assigns and successors in title will not obstruct the outlet in said present dam, and that if it or they erect another dam in said river in place thereof, it or they will provide, erect and install therein, in a sufficient and workmanlike manner, an outlet of at least twelve inches in diameter, and will not obstruct the same, and will lay a pipe of the same diameter from said outlet to a point on said remaining premises owned by Samuel Rindge on February 4, 1932 at or near the outlet in said present dam, equipped with proper fittings for connecting up with said remaining premises, with a suitable control valve, conveniently located and accessible to the owners of the said remaining premises; provided, however, that if and when the Grantee, its successors and assigns and successors in title, shall no longer use and keep and maintain any dam, then it or they shall provide, erect and install a pipe of the size and with the fittings and valve aforesaid, from the river bed to a point on said remaining land owned by Samuel Rindge on said February 4, 1932, at or near the outlet in said present dam, and will construct an adequate pool or basin in the river bed where the intake end of said pipe is located, which intake end shall be properly screened, all to the end that the said Samuel Rindge, his heirs, assigns and successors in title to said remaining land shall, either by gravity flowage through a dam or by means of pumping through said pipe from the river bend, obtain the water hereinbefore reserved. The said Samuel Rindge, his heirs, assigns and successors in title to said remaining premises shall have title to and ownership of all of said pipes, fittings and controls, and of said pool or basin, shall have the sole responsibility for the repair, maintenance and operation of the same, and shall, and there is hereby reserved and excepted to the said Samuel Rindge, his heirs and assigns and successors in title, the right to enter the premises described in this paragraph (2) for the purpose of such repair, maintenance and operation.

Also excepting and reserving to the said Samuel Rindge, his heirs, executors, administrators, assigns and successors in title the right to enter on the premises described in this paragraph (2) to construct, lay, repair and maintain pipes, conduits or other channels over, along, under or across the said premises for the purpose of discharging sewage and/or waste into the

Presumpscot River, the same to be constructed and the sewage and/or waste disposed of by him or them in such a manner as shall be satisfactory to the public authorities having jurisdiction thereof.

Also excepting and reserving to the said Samuel Rindge, his heirs, executors, administrators and assigns and successors in title, the right to enter upon the premises described in this paragraph (2) from time to time, whenever necessary or expedient, for the purpose of inspecting, altering, maintaining, repairing or removing any or all buildings or structures now or hereafter located on the said remaining premises owned by Samuel Rindge on February 4, 1932, or erecting new buildings or structures thereon.

(3) A certain lot or parcel of land situated in the Town of Gorham, at Mallison Falls, so called, bounded and described as follows:

Beginning at an iron pin set in the ground in the northwesterly side line of Mallison Street, said iron pin being one hundred twenty-five (125) feet southwesterly of the southwesterly abutment of the bridge across the Presumpscot River, measured along said northwesterly side line; thence extending North  $66^{\circ} 03'$  West a distance of one hundred ninety-four (194) feet, more or less, to a monument in the thread of a brook, said point being about one hundred (100) feet from the westerly bank of said Presumpscot River, measured at right angles thereto; thence extending North  $34^{\circ} 57'$  East and approximately following said brook, one hundred ten (110) feet, more or less, to the westerly bank of said river; thence continuing on the same course to the thread of the Presumpscot River; thence extending southeasterly along the thread of said river to a point in the projected northwesterly side line of Mallison Street; thence southwesterly along said street to the point of beginning. Being the same premises conveyed by Freda Hawkes Williams to Central Maine Power Company by deed dated May 17, 1945, recorded in Cumberland County Registry of Deeds, Book 1781, Page 116. (All courses in the present deed based on True Meridians.)

Also conveying to the Grantee, its successors and assigns, the perpetual right and easement to erect, repair, rebuild, operate and patrol electric transmission and distribution lines, together with the appurtenant equipment and apparatus connected therewith, including trimming rights, as the same were excepted and reserved in an Indenture dated July 25, 1945, between Cumberland Securities Corporation and Windham Fibres, Inc., recorded in Cumberland County Registry of Deeds, Book 1787, Page 353, to which Indenture reference is hereby made for a more particular description of the rights and easements hereby conveyed.

Also conveying to the Grantee, its successors and assigns, the right to pass and repass for any and all purposes to and from Depot Street to any point on a one-rod strip described in said Indenture of July 25, 1945, which strip was located along the easterly bank of the Presumpscot River, and/or to the dam constructed at Little Falls, so called, along the two rights of way as the same are now located from Depot Street and through the buildings along suitable and convenient rights of way to be designated, all as the same were excepted and reserved in said Indenture of July 25, 1945.

Also conveying to the Grantee, its successors and assigns, the pole line easement which was conveyed by Cumberland Securities Corporation to Central Maine Power Company by instrument dated October 6, 1954, recorded in said Cumberland County Registry of Deeds, Book 1759, Page 348.



Also conveying to the Grantee, its successors and assigns, the right and easement to construct, erect, repair, replace, operate and maintain any or all of its transmission or distribution lines as the same are now located along and across the premises conveyed to Atlantic Mills, Inc. by Cumberland Securities Corporation by Indenture dated January 29, 1954, recorded in Cumberland County Registry of Deeds in Book 2167, Page 245, and the right and easement of the Grantor, its successors and assigns, to overflow and flood the premises conveyed to Atlantic Mills, Inc. by said Indenture of January 29, 1954, as said rights and easements were excepted and reserved in said Indenture of January 29, 1954.

Subject to the reservation for the benefit of Central Maine Power Company, its successors and assigns, the perpetual right and easement to erect, construct, maintain, repair, respace, replace, operate, patrol and remove an electric line or lines, together with the appurtenant equipment and apparatus connected therewith, over, along and across the premises hereby conveyed in the following described locations:

(a) Beginning at the most southerly boundary of the premises described in paragraph (1) hereof, at the northerly line of land of Stevi and Asta Penuk; thence extending northerly along the route of Central Maine Power Company's electric line as now constructed to a junction pole as now located on the northerly side of the wasteway, so called;

(b) Beginning at said junction pole and extending in a general easterly and northeasterly direction along the route of Central Maine Power Company's electric line as now constructed to and across the Presumpscot River to the easterly boundary of the premises described in paragraph (2) hereof;

(c) Beginning at a point where Central Maine Power Company's electric line as now constructed intersects the easterly line of the premises described in paragraph (2) hereof, said point being approximately fifty-one (51) feet distant northwesterly from the northwesterly corner of the machine shop, so called, as shown on a plan entitled "Survey of Water Power at Mallison Falls Cumberland Co. Power & Light Co.", dated Dec. 1, 1931 and numbered 391-1, recorded in Cumberland County Registry of Deeds; thence extending southerly and southeasterly along the route of said electric line as now constructed to a point where said electric line again crosses the easterly boundary of the premises described in paragraph (2) hereof;

(d) Beginning at said junction pole and extending in a general northerly direction along the route of Central Maine Power Company's electric line as now constructed to and including the meter pole, so called, on which Central Maine Power Company's metering equipment is now located; together with the right to repair, replace and maintain its metering equipment as the same is now located on said meter pole;

(e) Beginning at said junction pole and extending in a general northwesterly and westerly direction along the route of Central Maine Power Company's electric line as now constructed to the easterly line of Central Maine Power Company's Mallison Substation lot.

Subject also for the benefit of Central Maine Power Company, its successors and assigns, the right to cut, trim and remove such trees, branches and underbrush, for a distance of fifty (50) feet on each side of Central Maine Power Company's said electric lines as now constructed in the above described locations, as in the opinion of Central Maine Power Company, its successors and assigns, will interfere with or endanger the operation of said electric lines; except such part of said strips as is located outside the limits of the premises hereby conveyed.

The Grantee, its successors and assigns, will not permit any building, structure or material to be placed within the limits of any or all of said strips which in the opinion of Central Maine Power Company, its successors and assigns, will interfere with or endanger the operation or maintenance of any or all of said electric lines, excepting such buildings and structures as are now located within the limits of any or all of said strips.

Also excepting and reserving to Central Maine Power Company, its successors and assigns, a distribution line as the same is now located within the limits of the premises hereby conveyed, extending from the northerly line of Central Maine Power Company's Mallison Substation lot in a general northerly direction to Mallison Street, so called, and extending in a westerly direction along the route of said distribution line as now located to the westerly boundary of the premises described in paragraph (1) hereof, and in an easterly direction along the route of said distribution line as now located to the easterly boundary of the premises described in paragraph (2) hereof; also two short spurs as now constructed in a westerly direction from said distribution line; together with the right to cut, trim and remove such trees, branches and underbrush as in the opinion of Central Maine Power Company, its successors and assigns, will interfere with or endanger the operation of such distribution line as now constructed.

Also excepting and reserving to Central Maine Power Company, its successors and assigns, the right to construct, erect, repair, replace, respace, operate, maintain and remove an electric line or lines in suitable and convenient locations to be agreed upon, extending over, along and across the premises described in paragraphs (1), (2) and (3) hereof, including the parcel shown as "A" on plan numbered 391-1 (hereinbefore mentioned) and described in said paragraph (2), extending from the southerly line of the premises described in paragraph (1) hereof at land of Stevi and Asta Penuk to the northerly line of said parcel shown as "A" on said plan and to the easterly line of other premises described in said paragraph (2); together with the right to cut, trim and remove such trees, branches and underbrush as in the opinion of the Central Maine Power Company, its successors and assigns, will interfere with or endanger the operation of said electric line or lines as they may be constructed along the above described locations.

In the event that the said Central Maine Power Company, its successors and assigns, shall be unable to construct, erect, operate and maintain its said electric line or lines over, along and across the premises hereby conveyed in said agreed upon locations because of insufficient space, then the said Central Maine Power Company, its successors and assigns, and the Grantee, its successors and assigns, will coordinate facilities as they exist at such time, such coordination to be at the cost and expense of the Central Maine Power Company, its successors and assigns.

The Grantee covenants and agrees for itself, its successors and assigns, that it or they will, at the time such locations are agreed upon, upon the written request of the Central Maine Power Company, its successors and assigns, execute and deliver to the Central Maine Power Company, its successors and assigns, the necessary pole line easements covering the locations as agreed upon.

Subject to the reservation for the benefit of Central Maine Power Company, its successors and assigns of the right to enter at any and all times upon the premises hereby conveyed for the purpose of enjoying the foregoing rights and easements hereby excepted and reserved to the Central Maine Power Company, its successors and assigns.

This conveyance of parcels numbered Fourth is made subject to the limitation of use of the electric energy generated at this Mallison station set out in detail in the Indenture by and between Central Maine Power Company and the Mallison Corporation dated May 25, 1955 and recorded in said Registry of Deeds in Book 2232, Page 33.

Fifth:

All those rights, title, interests, easements and privileges located in the Towns of Windham, Westbrook and Gorham formerly known as Central Maine Power Company 11KV electric transmission line Section 107 and the easements referred to in the deed from Central Maine Power Company to Mallison Corporation dated December 22, 1965 and recorded in said Registry of Deeds in Book 2963, Page 429.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to it, the said Scott Paper Company (S. D. Warren Division), its successors and assigns forever.

And the said Grantor Corporation does covenant with the said Scott Paper Company (S. D. Warren Division), its successors and assigns, that it has not delivered any unrecorded instrument to any third party or parties (excluding the Grantee) conveying any interest in or encumbering the real estate and interest in real estate listed and described herein.

IN WITNESS WHEREOF, the said Mallison Corporation has caused this instrument to be sealed with its Corporate seal and signed in its Corporate name by Lawrence J. Keddy, its President, thereunto duly authorized, this 18th day of October in the year of our Lord one thousand nine hundred and seventy-four.

40

Signed, Sealed & Delivered  
in presence of

MALLISON CORPORATION

David L. Hampton

By Lawrence J. Keddy  
Its President



OCTOBER 18, 1974

STATE OF MAINE  
CUMBERLAND, ss.

Personally appeared the above named Lawrence J. Keddy, President of said Grantor Corporation as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Corporation.

Before me,

David L. Hampton  
Attorney-at-Law

OCT 18 1974  
REGISTRY OF DEEDS. CUMBERLAND COUNTY, MAINE  
Received at 11 P 02 AM, and recorded in  
BOOK 3612 PAGE 30 David L. Hampton Register

VILLAGE AT LITTLE FALLS  
CONTRACT ZONING AGREEMENT

This Contract Zoning Agreement dated as of June 1, 2005, between and among the **TOWN OF WINDHAM**, a body of corporate and politic, located in the County of Cumberland and State of Maine (the "Town") with a mailing address of 8 School Road, Windham, Maine, and **VILLAGE AT LITTLE FALLS, LLC**, a Maine limited liability company ("VLF, LLC") with a mailing address of 2 Market Street, Portland, Maine 04101, and **SOUTH WINDHAM HOUSING CORPORATION**, a Maine non-profit corporation ("SWHCorp") with a mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (VLF, LLC and SWHCorp are collectively referred to herein as "Owner" or "Owners").

WHEREAS the Town is authorized to enter into contract zoning agreements pursuant to the Windham Shoreland Zoning Ordinance (Section 199-8(B)(2)), the provisions of the Windham Land Use Ordinance incorporated therein by reference (Section 140-5.1) and the provisions of 30-A M.R.S.A. Section 4352(8);

WHEREAS, VLF, LLC either owns or has entered into contracts to purchase parcels of real estate located on Route 202 and Depot Street Windham, Maine fronting on the Presumpscot River consisting of approximately 9.1 acres, generally being shown on the Town's Tax Map 38, Parcels 6, 7 and 8, and SWHCorp has separately entered into a contract to purchase a portion of Parcel 7, all of which property is shown on the attached Exhibit A (collectively hereinafter the "Property");

WHEREAS, the Property is currently located in the Shoreland Zone General Development District Zone ("GD Zone"), a portion of the Property having been heretofore rezoned from the Industrial Zone by action of the Town Council;

WHEREAS the poor condition and squalid appearance of the derelict industrial building, which is currently the most prominent portion of the Property, constitutes a blight preventing the development of the Property and is inhibiting the redevelopment of other properties in the South Windham Little Falls neighborhood;

WHEREAS, Owner proposes to construct an attractive mixed-income multi-unit residential development with attached and senior housing and apartments (the "Project");

WHEREAS the existing industrial uses are designated as being "marginally useful" under the Town's Comprehensive Plan, and the cost of demolition of the derelict industrial building has prevented the Project from moving forward;

WHEREAS the proposed residential use is in keeping with the historic close knit pattern of development in the South Windham Little Falls neighborhood and the abutters have expressed a strong desire to see the existing derelict building eliminated;



WHEREAS the Town's Comprehensive Plan cites the "potential to expand high density residential development" and historic settlement pattern which creates a "neighborhood feel" for the Little Falls neighborhood, but notes the lack of a critical mass of nearby residential development;

WHEREAS, the Project serves the goals of the Comprehensive Plan by using public sewer and water facilities;

WHEREAS, the roads within the development will remain private and maintenance and plowing will be the responsibility of the then owners of the Property, further minimizing the Town's costs;

WHEREAS, the rezoning provided in this Agreement, therefore, would be consistent with the Windham Comprehensive Plan; and

WHEREAS, the Town of Windham, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town's local growth program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, and consistent with the existing and permitted uses within the GD Zone and has authorized the executive of this Contract Zoning Agreement.

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. **Zoning Map Amendment.** The Town hereby amends the Zoning Map of the Town of Windham, by adopting the zoning map change amendment shown on Exhibit B.

2. **Village at Little Falls Contract Zoning District.** The Town hereby creates a Village at Little Falls Contract Zoning District as defined herein which shall apply to the Property. For purposes of this Agreement, the Village at Little Falls Contract Zoning District means a residential development which may include multi-unit residences (apartment and condominiums), age restricted senior housing with traditional short blocks and interconnecting local streets, enhanced river views, and space and bulk standards consistent with traditional village design, all as further set forth in this Agreement.

The general schematic street layout, open space and distribution of uses in the Project shall conform to the Contract Zone Plan as hereinafter defined.

3. **Permitted Densities, Uses and Dimensional Criteria.**

A. **Density:** The density of the Project shall be as follows:

Up to 24 apartment units located in one building on a separate Lot, reserved for residents with persons 55 years of age or older or households with at least one resident who is 55 years of age or older; and

Up to 85 residential units located in multi-unit buildings on a separate Lot, one of which buildings may contain up to 16 units and with the remaining buildings containing up to 4 units each, with no age restrictions for any of these 85 units.

The Project shall be connected to public sanitary sewer services.

All buildings shall have an automatic fire sprinkler system installed by the Owners, contractors or developers. The construction of the system shall meet the standards of the National Fire Protection Agency as determined by the Chief of the Town of Windham's Fire & Rescue Department. The location and number of hydrants within the Project shall be subject to the approval of the Fire Chief.

**B. Uses.** The permitted uses in the Project shall be:

One Family and Multi-Family Dwellings;

Elderly Housing;

Those Uses and Special Exceptions to the extent allowed and subject to the conditions and restrictions applicable to the underlying GD Zone as it may be amended, subject to such review which would otherwise be required if the Property were not subject to this Agreement, and excluding Industrial and Manufacturing uses;

Home Occupations, Residential Recreational Facilities and community building and Association office maintenance facilities;

Public Utilities Facilities; and

Accessory Uses.

**C. Residential Dimensional, Parking and Design Criteria.**

- i) Multi-Family Lot Size: No restriction on lot size or number of Dwelling Units per lot, but no more than 24 Dwelling Units per building for Elderly Housing and 16 dwelling units per building for other Multi-Family Dwellings shall be allowed.
- ii) Minimum front yard all buildings: 5 feet.
- iii) Minimum side yards all buildings: 5 feet.
- iv) Minimum rear yards all buildings: 5 feet.

- v) Presumpscot River setback and frontage: New Dwelling Units and accompanying improvements may be built in the locations as shown on Contract Zone Plan as they may be subsequently varied with Planning Board approval under Section 5, without need for Code Enforcement Officer approval under Section 199-12 of the Ordinance for the demolition of the existing nonconforming structures, the construction of the new structures shown on the Contract Zone Plan and change in use to multi-unit residential. In addition, existing utility lines located on the Property may be relocated closer to the river in order to lower their visual profile. Applicable minimum shore frontage per family shall not apply to the number of dwellings permitted under this Agreement.
- vi) Maximum structure, parking and non-vegetated surface coverage: 75% measured over the Project as a whole.
- vii) Height: 65 feet, measured from the mean "as completed" finished grade to the highest point on the roof for the 24 unit and the 16 unit buildings and 35 feet for all other buildings, such measurement otherwise to be in accordance with the Ordinance.
- viii) Notwithstanding the construction of multiple structures on a single lot, the compliance with dimensional requirements shall be calculated for each structure with respect to the lot as a whole and not with respect to each structure and dwelling separately.
- ix) The style of the buildings shall be substantially in accordance with the proposed building elevation plans prepared by Gawron Turgeon Architects dated June 1, 2005 attached hereto as Exhibit D, as they may be further approved and amended from time to time in accordance with the Town's Site Plan Ordinance and Subdivision Ordinance and with this Agreement (the "Elevation Plans").

**D. Parking.** The dimensions of the parking spaces shall be a minimum of 9 feet by 18 feet but need not measure more than a minimum of 9 feet by 18 feet (except as otherwise required by law for handicapped parking). Parking spaces shall include garage spaces and spaces located in private driveways leading into garages, notwithstanding the otherwise applicable provisions of the Ordinance. For Elderly Housing, no more than one parking space per unit shall be required, and for a multifamily structure of more than three floors, no more than one and one-half parking spaces per unit shall be required.

**E. Streets, Roads and Sidewalks.** All streets and roads within the Project shall remain private, and shall not be maintained by Town. The paved surface for private streets and internal travel aisles may range from 22-30 feet in width, exclusive of turn around and pull off parking areas, in accordance with the Contract Zone Plan for the Property. The required "right of way" for each street under the Subdivision Ordinance including the pavement, sidewalk and utility installation area need only be a minimum of 30 feet in total width, which need not be centered on the pavement, and may otherwise

have the locations and dimensions as shown on the Contract Zone Plan notwithstanding the otherwise applicable Ordinance requirements for such streets.

Each Owner shall construct the sidewalks as shown on the Contract Zone Plan, including without limitation the sidewalks running along the Town's abutting Depot Street right of way and the sidewalks located within the Project.

The then owners of the Property shall be responsible for the maintenance of the streets, roads and sidewalks. The portions of the Property in common ownership shall be considered a single lot notwithstanding their separation by private streets and roads.

Streets, roads and sidewalks providing access to a permitted Structure, parking and pedestrian walkways and other improvements shown on the Contract Zone Plan shall be permitted, even if located within 100 feet of the Presumpscot River. Use of existing drainage lines and structures shall be permitted.

**4. Contract Zone Plan.** The Property shall be generally developed and used in accordance with the Contract Zone Plan, reduced copies of which are attached hereto as Exhibit C as it may be further approved and amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance and Subdivision Ordinance and this Agreement (the "Contract Zone Plan"). Notwithstanding any other provisions of the Ordinance, the physical layout, dimensions, setbacks, parking and proposed uses and improvements shown on Contract Zone Plan as they may be varied in accordance with Section 5 shall be permitted under the Ordinance.

**5. Status of Approvals/Amendments.**

The Contract Zone Plan has received pre-application Site Plan - Subdivision review for the entire Property under the Town's Site Plan and Subdivision Ordinance. Any amendment which involves the following changes to the terms of this Agreement will require an amendment approved by the Town Council after a public hearing:

- i) any change in the permitted uses; and
- ii) any increase in the number of dwelling units beyond the maximum number permitted.

Except for the forgoing, any other changes and any subsequent site plan approvals or subsequent site plans and/or subdivision amendments need only be approved by either (i) the Planning Board after a public hearing in accordance with this Agreement, or (ii) for changes that would otherwise only require Code Enforcement Officer approval under the Ordinance, then the approval by such officer, all without need for further Town Council approval of such changes.

Following the approval of this Agreement, the Owner will then submit the detailed design, landscaping, traffic, and engineering plans and specifications for Planning Board review and approval in accordance with the otherwise applicable provisions of the Ordinance. Such review and approval shall include attention to the

specifics of sewer and utilities, streets (including turning radii), sidewalks, drainage facilities, hydrants, street lighting, storm water and drainage systems, recreational facilities or impact fees, river safety, snow removal and disposal areas, on street parking designations and restrictions, trash removal, and landscaping, but the improvements and uses contemplated under this Agreement as they may be varied in accordance with the foregoing shall be allowed.

**6. Infrastructure.**

**A. General.** Within each lot it owns, each Owner shall construct or cause to be constructed sewer and utilities, streets, drainage facilities, esplanades, sidewalks, street lighting, drainage systems, and landscaping to the standards set forth in the final site plan/subdivision approval following the execution of this Agreement.

The streets shall remain private, subject to an easement for Town emergency access.

**B. Maintenance.** The infrastructure located on the Property shall be maintained by its respective Owner.

**C. Sewer Pump Station.** Owner shall grant to the Town of Windham or its designee title to land necessary for construction of an underground sewer pump station with accompanying easements for mains and access in a mutually agreed upon location to be coordinated with other proposed improvements.

**D. Depot Street Storm Drain.** Owner shall grant to the Town of Windham an easement for an underground storm drain running from Depot Street towards the Presumpscot River, which easement shall be coordinated with the location of the proposed improvements.

**E. Depot Street Sidewalk.** Owners shall construct a public sidewalk running along Depot Street in the public right of way area adjoining each portion of their Property.

**F. S D Warren Co. Easement and Fence.** Owners shall permit emergency vehicle access over the Property over the 30 foot wide easement located on adjoining land of S.D. Warren Company (d/b/a "Sappi Fine Paper North America") originally reserved in a deed recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44, which runs easterly from Route 202.

Owner shall construct and maintain a fence along the foregoing easement at the boundary of their Property with the land of S D Warren in order to prevent inappropriate public access to the dam area but shall construct an emergency access with traffic flow restriction devices approved by the Town Fire Chief on its Property permitting access by emergency vehicles through the fence.

**7. Commencement/Phasing Schedule/Bonding.** Unless extended by the Town,



a building permit shall be issued and the construction of the initial Phase shall commence within two (2) years after Owner's receipt of final land use approvals for the Property and shall complete the construction of the final Phase under this Agreement within fifteen (15) years of the date of receipt of such approvals.

An Owner need only post a performance guaranty in accordance with the Ordinance Section 140-39 (H) assuring the completion of "Required Improvements" for those Required Improvements to be constructed within each Phase or sub-Phase of the Property or which are required to be completed in conjunction with such Phase or sub-Phase under this Agreement.

**8. Definitions.** Note: Capitalized terms not otherwise defined herein shall have the meaning set forth in the Town of Windham Zoning Ordinance.

Agreement: This Contract Zoning Agreement entered into among the Owner and the Town.

Association: The nonprofit corporation which may be formed pursuant to the Maine Condominium Act to operate and administer a portion of the Property.

Contract Zone Plan: The plans entitled "Exhibit C - Contract Zone Plan" prepared by Northeast Civil Solutions dated May 11, 2005 consisting of sheets #1 (site) and #2 (phasing), the accompanying notes and related materials approved by the Town Council, reduced copies of which are attached hereto as Exhibit C, as they may be amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance (Chapter 140-38) and Subdivision Regulations (the "Contract Zone Plan").

Lot: The Lots composing individual portions of the Property as shown on Exhibit C, designed for separate subsequent Planning Board approval, development and use as set forth herein.

Multi-Family Dwelling: A building with two or more Dwelling Units, subject to the limitations on numbers of units, units per building, location and age restrictions set forth in this Agreement.

Ordinance: The Town of Windham Land Use, Shoreland Zoning and as applicable the Subdivision Ordinances as set forth in Chapters 140, 199 and 215 of the Town's Code of Ordinances.

Owner(s): Collectively, VLF, LLC and SWHCorp, and their respective successors and assigns.

Parking Space: See Subsection 3 (E) regarding modifications to the otherwise applicable definitional restrictions under the Ordinance.

Phase: Each portion of the Property designated on Exhibit C to be separately developed in stages substantially as shown on Exhibit C.

Planning Board: The Planning Board of the Town of Windham.

Property: The real property located on Route 202 and Depot Street as described in Exhibit A.

SWHCorp: South Windham Housing Corporation, a Maine non-profit corporation, also being an Owner.

Town: The Town of Windham, a municipal corporation located in the County of Cumberland and State of Maine.

Town Council: The Town Council of the Town.

VLE, LLC: Village At Little Falls, LLC a Maine limited liability company, being an Owner.

## **9. General.**

A. Owners shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after receipt of final land use approvals for the development on the Property. For purposes of identification only, the Town Manager shall sign the full size copies of the plans attached hereto as Exhibits C and D, marked with the legend:

"Exhibit [C or D, as applicable] to the Village at Little Falls Contract Zoning Agreement dated June 1, 2005, subject to modification pursuant to said Agreement."

B. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property, and this Contract Zoning Agreement may be amended by future written agreement between the Town of Windham and the Owner affected or its successors in interest without need for approval of any other party. In the event all or any portion of the Property is subjected to the Maine Condominium Act (33 M.R.S.A. Section 1601-101 et seq.), then the Association organized may act on behalf of all condominium owners.

C. The provisions of this Contract Zoning shall operate as an "overlay" zone and all other requirements of the underlying Zoning District shall apply except as otherwise set forth herein.

D. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind Owners, their heirs, successors in interests and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Windham.

E. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Land Use, Shoreland Zoning and Subdivision Ordinances of the Town of Windham (as applicable) and any applicable amendments thereto or replacement thereof, provided however that this Agreement and the Ordinance shall be interpreted so as to allow the improvements and uses shown on Exhibit C. The applicable provisions of the Town's Building Code Ordinances shall not be affected by this Agreement.

F. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However the provisions of this Agreement are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

G. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

H. No waiver of any of the terms of this Agreement no extension thereof will be deemed to have occurred, or to be effective unless in writing signed by the parties. No course of dealing heretofore or hereafter between the parties, or any failure or delay on the part of any party in exercising any rights or remedies under this Agreement shall operate as a waiver or preclusion of the exercise of any rights or remedies under this Agreement.

I. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to 30-A M.R.S.A. §4452 and through legal action for specific performance of this Agreement. In the event that an Owner or its heirs, successors or assigns fail to construct the Property in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if such Owner, its heirs, successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then the Town may enforce the performance of this Agreement and recover the costs and expenses of performance from such Owner or its, heirs, successors or assigns violating this Agreement, which recovery may include the Town's reasonable attorney's fees and expenses.

Witness our hands and seals on June 1, 2005.

**TOWN OF WINDHAM**

T. R. Clark  
Witness

by: Anthony T. Plante  
Anthony T. Plante  
Town Manager

**VILLAGE AT LITTLE FALLS, LLC**

Denise C. Dyer  
Witness

by: Renee Lewis  
Renee Lewis, its Manager

**SOUTH WINDHAM HOUSING CORPORATION**

Dana Totman  
Witness

by: Dana Totman  
Dana Totman, its President

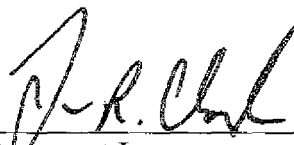
- Exhibit A - Copy of Survey Plan
- Exhibit B - Amended Zoning Plan
- Exhibit C - Reduced Copies of "Exhibit C – Contract Zone Plan" prepared by Northeast Civil Solutions dated May 11, 2004, consisting of 2 sheets labeled "Phasing" and "Site."
- Exhibit D - Reduced Copies of "Exhibit D – Proposed Elevations " prepared by Gawron Turgeon Architects consisting of 2 sheets.

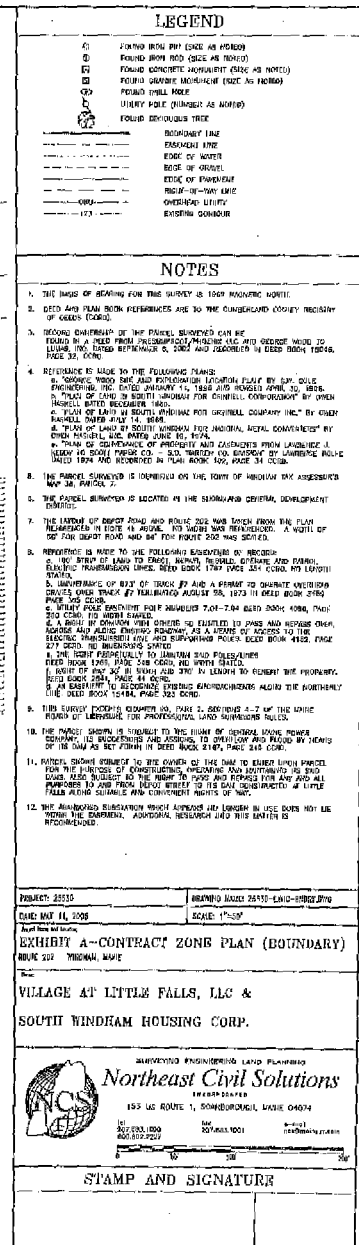
Contract Zone Agmt Vill at Little Falls 5-24-05 clean.doc  
5/25/2005

State of Maine  
Cumberland, ss

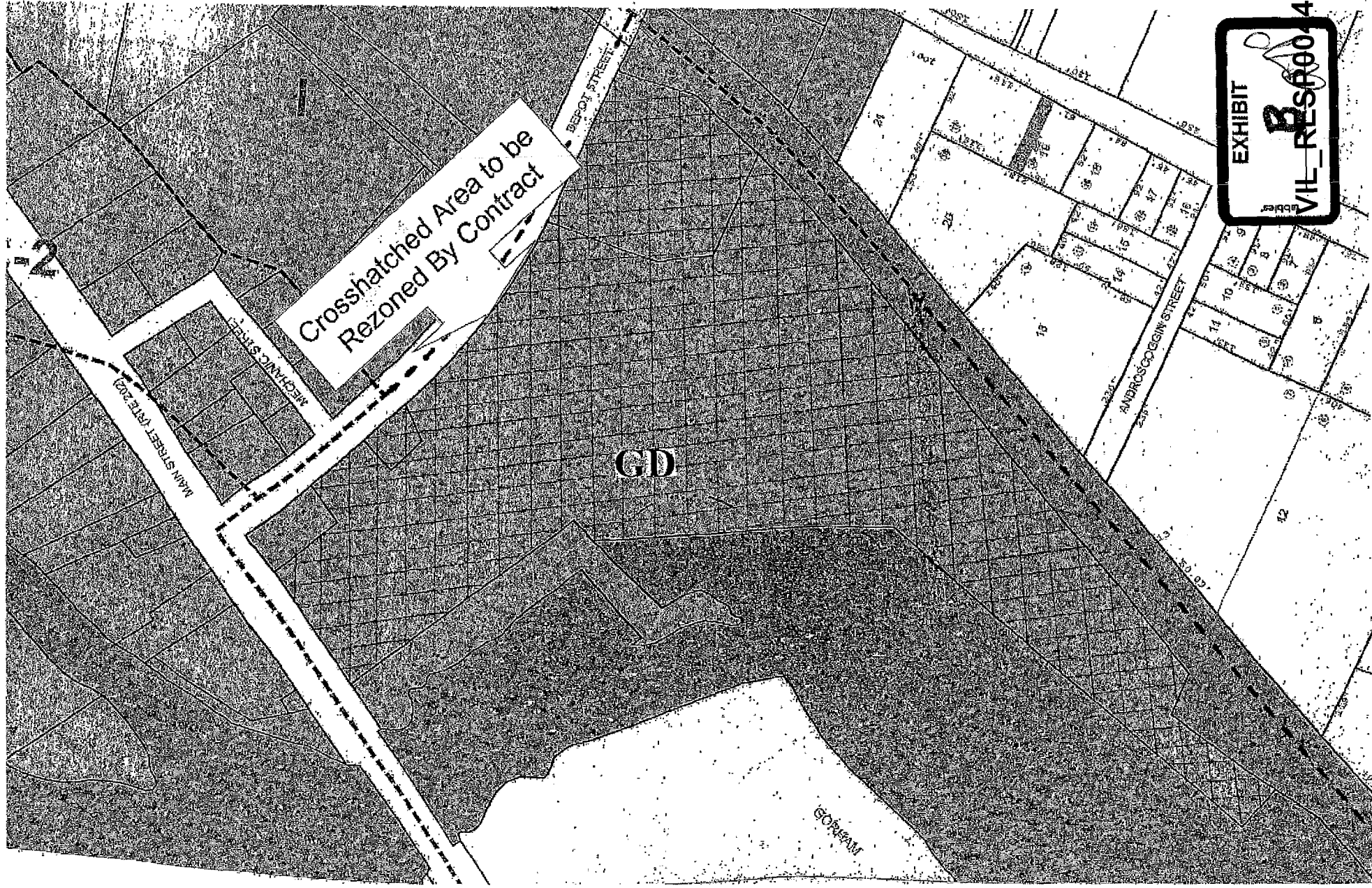
June 1, 2005

Then personally appeared before me the above named Anthony T. Plante in his said capacity and acknowledged the foregoing to be his free act and deed and the free act and deed of said town.

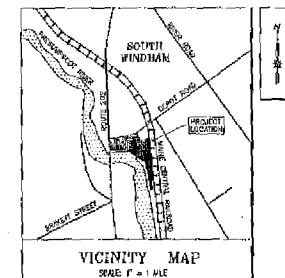
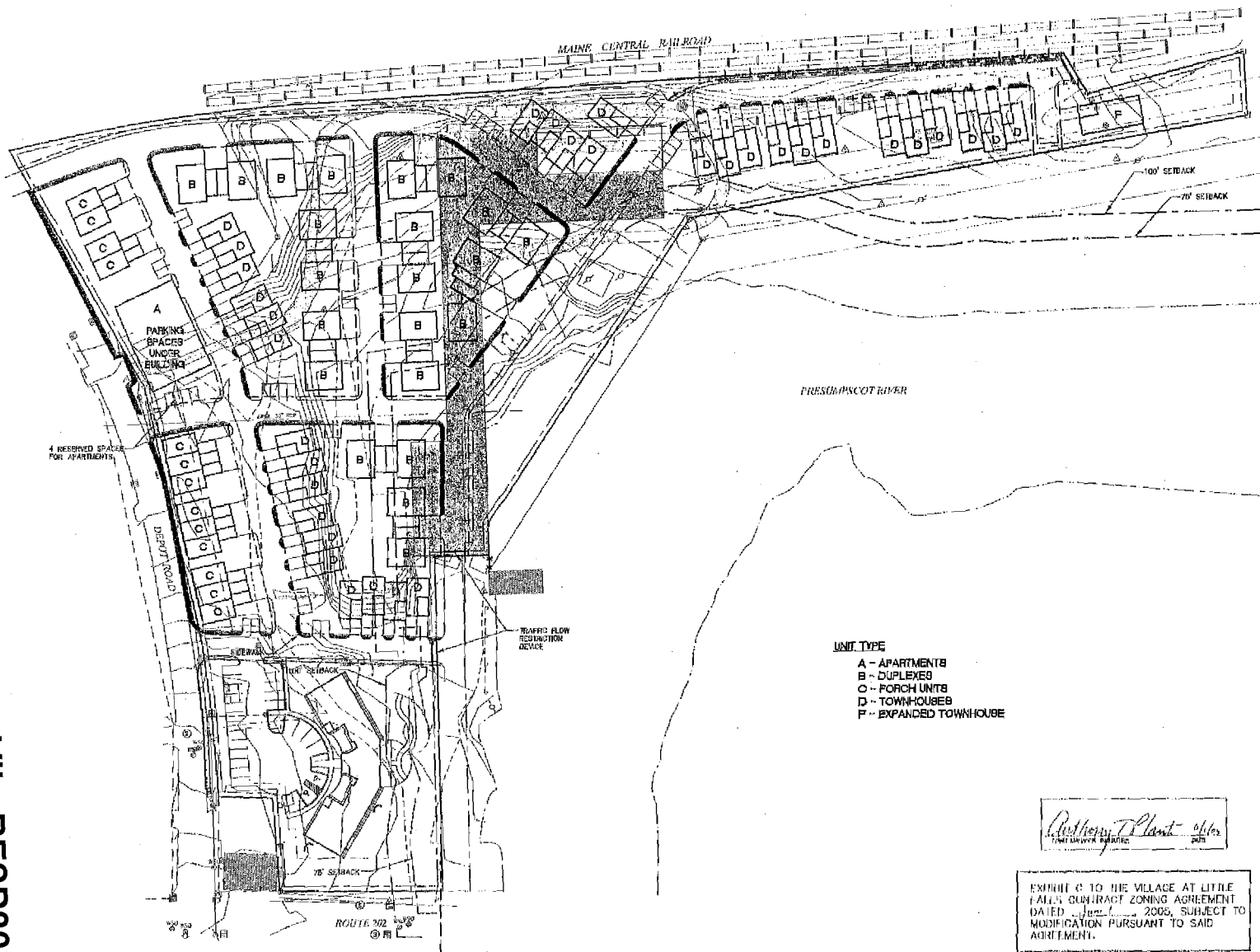
  
\_\_\_\_\_  
Attorney at Law  
Name: Lawrence R. Clough







VIL RESP00445



Doc# 35673 BK122712 Pg# 115

*Anthony Plant*  
SEAL  
2003

EXHIBIT C TO THE VILLAGE AT LITTLE FALLS SUBTRACT ZONING AGREEMENT DATED June 1, 2003, SUBJECT TO MODIFICATION PURSUANT TO SAID AGREEMENT.

PROJECT NAME: VILLAGE AT LITTLE FALLS  
DATE: MAY 11, 2005  
SCALE: 1" = 50'

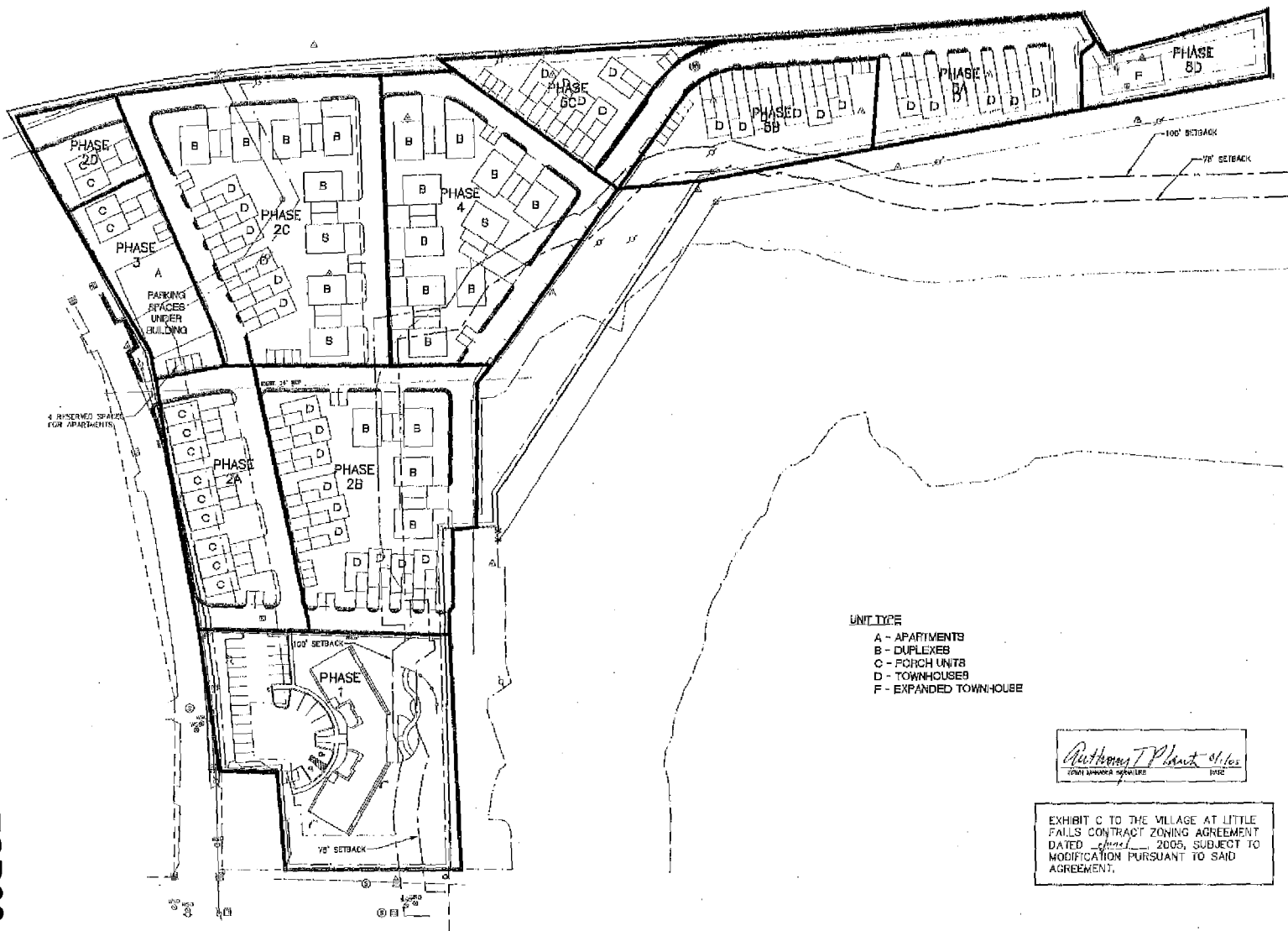
EXHIBIT C - CONTRACT ZONE PLAN (SITE)  
4000 201 WINDHAM, MAINE

VILLAGE AT LITTLE FALLS, LLC &  
SOUTH WINDHAM HOUSING CORP.

ENGINEERING AND PLANNING  
**Northeast Civil Solutions**  
151 US ROUTE 1, SCARBOROUGH, MAINE 04074  
TEL: 603.883.8800 FAX: 603.883.8801

SHEET NO.

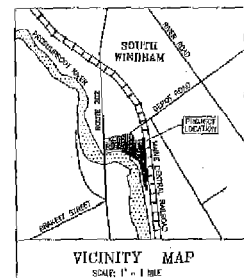
VIL RESP00446



UNIT TYPE  
A - APARTMENTS  
B - DUPLEXES  
C - PORCH UNITS  
D - TOWNHOUSES  
F - EXPANDED TOWNHOUSE

*Anthony J. Plant*  
CIVIL ENGINEER  
DATE

EXHIBIT C TO THE VILLAGE AT LITTLE FALLS CONTRACT ZONING AGREEMENT DATED March, 2005, SUBJECT TO MODIFICATION PURSUANT TO SAID AGREEMENT.



NOTES

Doc # 35673 BK-22712 Pg # 116

PROJECT: P530 DRAWING NAME: 2005-0100-PLANNING  
DATE: MAY 15, 2005 SCALE: 1"=50'  
EXHIBIT C - CONTRACT ZONE PLAN (PHASING)  
FOURTH 202 WINDHAM, MAINE  
VILLAGE AT LITTLE FALLS, LLC &  
SOUTH WINDHAM HOUSING CORP.

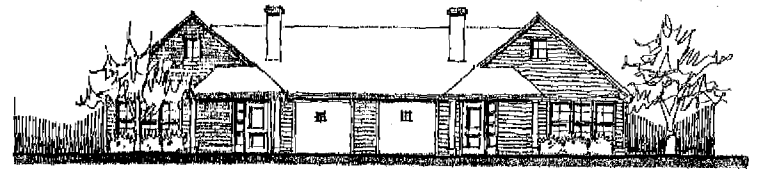
SHEET NO.



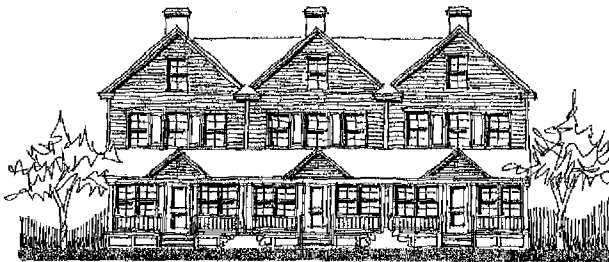
Northeast Civil Solutions  
INCORPORATED  
123 US ROUTE 1, SCARBOROUGH, MAINE 04074  
TEL: 603.883.1000



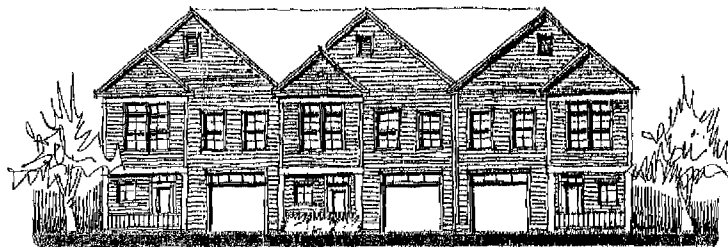
Proposed Building 'A' Front Elevation-Apartments  
1/8" = 1'-0" scale



Proposed Building 'B' Front Elevation-Duplexes  
1/8" = 1'-0" scale



Proposed Building 'C' Front Elevation-Porch Units  
1/8" = 1'-0" scale



Proposed Building 'D' Front Elevation-Townhouses  
1/8" = 1'-0" scale



Proposed Building 'F' Front Elevation-2,000 SF  
1/8" = 1'-0" scale

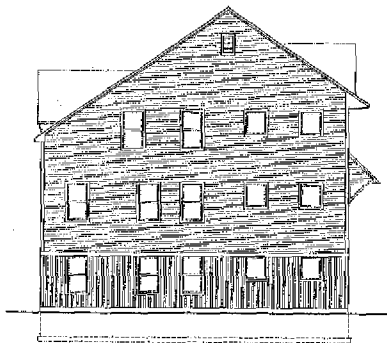
**Exhibit D-Proposed Elevations for Buildings A,B,C,D and F**  
Route 202, Windham, Maine  
Village at Little Falls

EXHIBIT D TO THE VILLAGE AT LITTLE  
FALLS CONTRACT ZONING  
AGREEMENT DATED June 1, 2005,  
SUBJECT TO MODIFICATION PURSUANT  
TO SAID AGREEMENT.

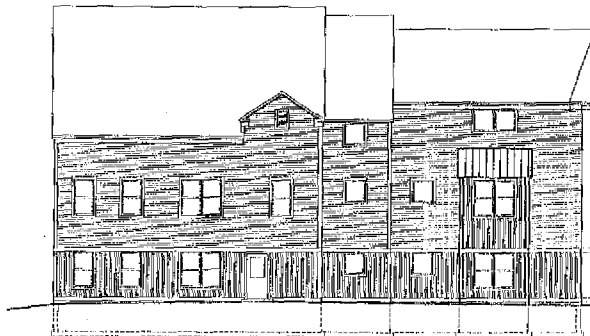
**G7** GAWRON  
TUCKERSON  
ARCHITECTS  
Owner: Village at Little Falls, LLC

*Anthony T. Plant*

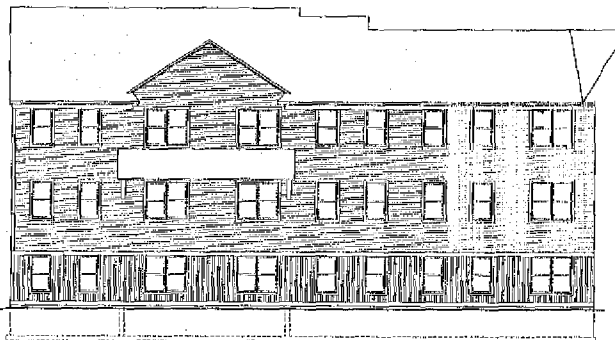
VIL\_RESPO0447



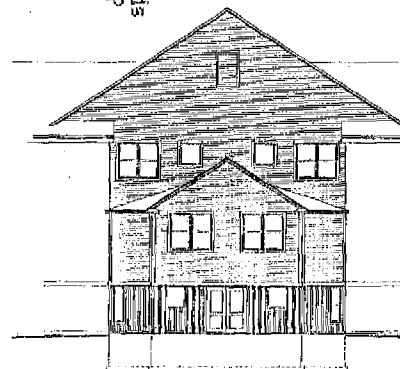
SIDE ELEVATION



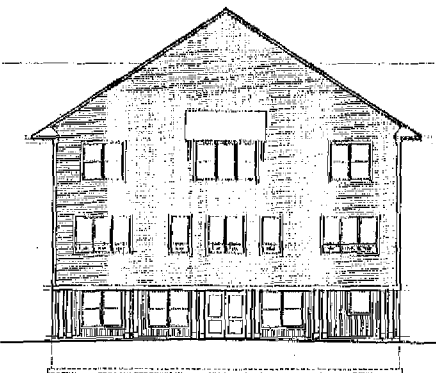
FRONT ELEVATION



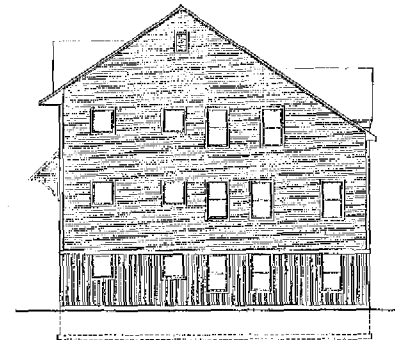
RIVER ELEVATION



FRONT ELEVATION



RIVER ELEVATION



SIDE ELEVATION



FRONT ELEVATION



RIVER ELEVATION

Received  
Recorded Registrar of Deeds  
Jun 02, 2005 03:40:48P  
Cumberland County  
John B O'Brien

VIL\_RESP00448

Exhibit D-Proposed Elevations for Building E Scale:  $\frac{1}{8}"=1'-0"$   
Route 202, Windham, Maine Village at Little Falls

EXHIBIT D TO THE VILLAGE AT LITTLE  
FALLS CONTRACT ZONING  
AGREEMENT DATED *June*, 2005,  
SUBJECT TO MODIFICATION PURSUANT  
TO SAID AGREEMENT.  
*Amendments 1 & 2 to 4*



Owner: South Windham Housing Corp.

### ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the VILLAGE AT LITTLE FALLS, LLC, a Maine limited liability company ("Grantor"), FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby GRANT to SOUTH WINDHAM HOUSING CORPORATION, a Maine non-profit corporation, with a place of business in Portland, Maine and mailing address of 307 Cumberland Avenue, Portland, Maine 04101, its successors and assigns (collectively the "Grantee"), two easements (collectively, the "Easements") for the purposes described below over a portion of land of the Grantor's located on Depot Street in Windham, Maine and more particularly described in a deed to the Grantor dated September 22, 2005, recorded in the Cumberland County Registry of Deeds in Book 23183, Page 308 and a deed dated November 3, 2004, recorded in the Cumberland County Registry of Deeds in Book 22051, Page 1 and a deed from Lumas, Inc. to the Grantor by deed of even or near date to be recorded herewith (collectively, "Grantor's Land"). Grantor's Land abuts certain land of Grantee's located at Depot Street and Route 202, Windham, Maine, and more particularly described in a deed from Lumas, Inc. to the Grantee by deed of even or near date to be recorded herewith (the "Grantee's Land"). The Easements are described as follows:

- 1) A temporary easement to exist during the construction of a twenty-four (24) unit elderly housing project to be built on Grantee's Land (the "Project") extending forty feet (40') in an easterly direction beyond the westerly sideline of Grantor's Land and running a distance of one hundred fifty feet (150'), more or less, from Depot Street towards the Presumpscot River, along and abutting the easterly sideline of Grantee's Land, for the purpose of allowing Grantee to construct an access road on Grantor's Land, including the right to grade, alter, excavate, pave and repave the surface of the earth, together with the right to install any and all utilities, pipes and conduits above ground or underground, and for all other purposes necessary to complete the construction of an access road to the Project (the "Access Road"). The Access Road shall be constructed in accordance with applicable standards of the Town of Windham. This easement for construction will terminate and be superseded by the permanent easement described in paragraph 2) on May 25, 2006. After construction of the Access Road, the area of the Easements may be regraded as required for the construction of Grantor's project on Grantor's Land. Grantor shall return the Access Road to substantially the same condition it was in prior to Grantor's construction activities, including, but not limited to, paying for any regrading and any damage caused to the Access Road.
- 2) A thirty foot (30') wide permanent and perpetual easement and right-of-way in common with others across Grantor's Land to pass and repass over the Access Road for all private way purposes, including without limitation, ingress and egress on foot and by all manner of motor vehicles, and for utility purposes,

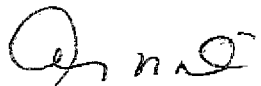
and the installation, maintenance, repair, replacement and improvement of utility lines, poles, conduits, facilities and equipment, pavement, culverts, drainage ditches and swales together with the right to alter, excavate, pave and repave the surface of the earth and to flow water for the foregoing purposes over a strip of land which abuts the easterly sideline of Grantee's Land, described more particularly on the attached Exhibit A (the "Permanent Easement Area"). Grantor shall at its expense maintain the Permanent Easement Area at all times in good repair. Grantee shall be responsible for any damage to the Permanent Easement Area caused by Grantee, its tenants, invitees or agents.


TO HAVE AND TO HOLD the aforegranted and bargained Easements, with all privileges and appurtenances thereof, to the Grantees, their successors and assigns, to their use and behoof, forever (except in the case of the temporary easement granted in paragraph 1) above).

IN WITNESS WHEREOF, Village at Little Falls, LLC has caused this instrument to be executed by Renee Lewis, its duly authorized Manager, this 25<sup>th</sup> day of October, 2005.

WITNESS:

VILLAGE AT LITTLE FALLS, LLC



By:   
Its: Renee Lewis Manager

STATE OF MAINE  
CUMBERLAND, SS.

October 25<sup>th</sup>, 2005

Personally appeared the above-named Renee Lewis, Manager of Village at Little Falls, LLC, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Village at Little Falls, LLC.

Before me,

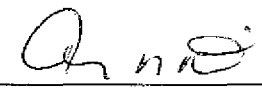
  
Notary Public/Attorney-at-Law  
Print Name: Amy Devh  
My commission expires: N/A



EXHIBIT A  
(30' easement)

A certain lot or parcel of land located on the southerly side of Depot Street in the Town of Windham, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

BEGINNING at a set rebar on the southerly right-of-way line of Depot Street, said rebar being the northeasterly corner of lands N/F of Dwayne and Irina St.Ours as recorded in Deed Book 15716, Page 107, Cumberland County Registry of Deeds (CCRD);

THENCE S80°55'00"E along the southerly right-of-way line of said Depot Street 89.50 feet to a 6"x 6" granite;

THENCE S80°55'00"E continuing along the southerly right-of-way line of said Depot Street 45.21 feet to a set rebar;

THENCE S89°07'00"E along the southerly right-of-way line of said Depot Street 13.24 feet to a set rebar. Said rebar being the northeasterly corner of a proposed conveyance to Lumas Inc. then to South Windham Housing Corporation and the northwesterly corner of the lands of Village at Little Falls, LLC and being the TRUE POINT OF BEGINNING;

THENCE S89°07'00"E along the southerly right-of-way line of said Depot Street 31.04 feet to a point;

THENCE S15°46'30"W through the lands of said Village at Little Falls, LLC 138.00 feet to a point;

THENCE N74°13'30"W through the lands of said Village at Little Falls, LLC 30.00 feet to a point. Said point being on the westerly line of said Village at Little Falls, LLC and on the easterly line of said Lumas Inc. to be conveyed to South Windham Housing Corporation;

THENCE N15°46'30"E along the easterly line of said Lumas Inc. to be conveyed to South Windham Housing Corporation and the westerly line of said Village at Little Falls, LLC 130.02 feet to the southerly right-of-way line of Depot Street and the POINT OF BEGINNING.

The above described easement contains 4020 square feet (0.09 acres) more or less.

Said set rebar are #5 rebar with plastic caps stamped "NCS PLS 1314"

Meaning and intending to describe a 30 foot wide ingress/egress easement for the benefit of a proposed conveyance to the South Windham Housing Corporation.

The above described easement includes a portion of the land conveyed from George B. Wood to Village at Little Falls, LLC in a deed dated September 22, 2005 recorded in the Cumberland County Registry of Deeds in Book 23183 on page 308.

The above described easement also includes a portion of the land conveyed from Lumas Inc. to Village at Little Falls, LLC in a deed dated November 3, 2004 recorded in the Cumberland County Registry of Deeds in Book 22051 on page 1.

The above described easement also includes a portion of the land conveyed from Lumas Inc. to Village at Little Falls, LLC on even or near date.

Received  
Recorded Register of Deeds  
Oct 26, 2005 12:19:46P  
Cumberland County  
John B O'Brien

## DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that VILLAGE AT LITTLE FALLS, LLC, a Maine limited liability company (the "Grantor") FOR CONSIDERATION PAID, hereby GRANTS to SOUTH WINDHAM HOUSING CORPORATION, a Maine non-profit corporation, with a place of business in Portland, Maine and mailing address of 307 Cumberland Avenue, Portland, Maine 04101, its successors and assigns (collectively the "Grantee"), an easement (the "Easement") for the purposes described below over certain land of Grantor's located at Depot Street and Route 202, in Windham, Maine and more particularly described in a deed dated November 3, 2004, recorded in the Cumberland County Registry of Deeds in Book 22051, Page 1, a deed to the Grantor dated September 22, 2005, recorded in the Cumberland County Registry of Deeds in Book 23183, Page 308, and a deed from Lumas, Inc. to the Grantor by deed of even or near date to be recorded herewith (collectively, "Grantor's Land"). Grantor's Land abuts certain land of Grantee's located at Depot Street and Route 202, Windham, Maine, and more particularly described in a deed from Lumas, Inc. to the Grantee by deed of even or near date to be recorded herewith (the "Grantee's Land"). The Easement is described as follows:

- 1) A thirty foot (30') wide temporary easement for drainage across Grantor's Land during construction of a twenty-four (24) unit elderly housing project to be built on Grantee's Land and the construction of up to eighty-five (85) units of housing to be built on Grantor's Land ("Grantor's Project"). The portion of Grantor's Land subject to the temporary easement granted herein is described on attached Exhibit A and is referred to herein as the "Temporary Easement Area." Grantee shall have the right to drain water and to flow stormwater over the Temporary Easement Area and to grade and regrade the Temporary Easement Area and to install culverts, pipes and other fixtures for such purpose, and to enter the Temporary Easement Area to repair, maintain and improve such culverts, pipes and fixtures.
  
- 2) Upon the issuance of a Certificate of Occupancy from the Town of Windham for Grantor's Project, the Easement granted in the previous paragraph shall automatically convert to a permanent easement for the same purposes described in such paragraph. It is the intention of the parties that during construction of Grantor's Project, Grantee's drainage system shall be tied into the drainage system on Grantor's Land. The portion of Grantor's Land subject to the permanent easement granted herein shall extend five feet (5') on either side of the existing outfall pipe that runs along the westerly and southerly sidelines of Grantor's Land, as such outfall pipe may be repaired, replaced, improved and/or relocated from time to time, beginning at a point on the westerly sideline of Grantor's Land where Grantee's drainage systems initially ties into the outfall pipe and extending to such point on the southerly sideline of Grantee's Land where such outfall pipe drains into the Presumpscot River (the "Permanent Easement Area"). Grantor shall maintain such outfall pipe and drainage system in good order and repair and shall at Grantor's expense bear all costs to maintain, repair, replace and improve such outfall pipe and drainage system. Grantor shall have the right to relocate that portion of the outfall pipe and drainage system located on Grantor's Land from time to time, at Grantor's sole cost and expense, and provided Grantee's right to drain shall not be hindered in any way. Grantor shall establish to Grantee's reasonable satisfaction that Grantor will

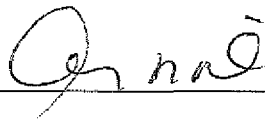
the Permanent Easement Area and the pipe or pipes located therein, and, should it be necessary, Grantor shall cause the Town of Windham to join in the Easement granted in paragraph 2). Grantee shall not use the Easement for any purpose other than drainage of stormwater.

The Easement shall become effective upon the execution of this instrument.

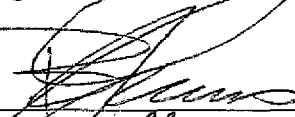
TO HAVE AND TO HOLD the aforegranted and bargained Easement, with all privileges and appurtenances thereof, to the Grantees, their successors and assigns, to their use and behoof, forever (except in the case of the temporary easement granted in paragraph 1).

IN WITNESS WHEREOF, Village at Little Falls, LLC has caused this instrument to be executed by Renee Lewis, its duly authorized Manager, this 25<sup>th</sup> day of October, 2005.

WITNESS:



Village at Little Falls, LLC

By:   
Its: Renee Lewis, Manager

STATE OF MAINE  
CUMBERLAND, ss.

October 25, 2005

Personally appeared the above named Renee Lewis, Manager of Village at Little Falls, LLC, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of Village at Little Falls, LLC.

Before me,

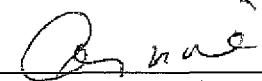
  
Attorney-at-Law/Notary Public  
Printed Name: Amy Devlin  
Commission expires: N/A

EXHIBIT A  
(30' easement)

A certain lot or parcel of land located on the southerly side of Depot Street in the Town of Windham, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

BEGINNING at a set rebar on the southerly right-of-way line of Depot Street, said rebar being the northeasterly corner of lands N/F of Dwayne and Irina St.Ours as recorded in Deed Book 15716, Page 107, Cumberland County Registry of Deeds (CCRD);

THENCE S80°55'00"E along the southerly right-of-way line of said Depot Street 89.50 feet to a 6"x 6" granite;

THENCE S80°55'00"E continuing along the southerly right-of-way line of said Depot Street 45.21 feet to a set rebar;

THENCE S89°07'00"E along the southerly right-of-way line of said Depot Street 13.24 feet to a set rebar. Said rebar being the northeasterly corner of a proposed conveyance to Lumas Inc. then to South Windham Housing Corporation and the northwesterly corner of the remaining lands of Village at Little Falls, LLC;

THENCE S15°46'30"W along the easterly line of the said South Windham Housing Corporation and the westerly line of said Village at Little Falls, LLC 249.42 feet to a set rebar. Said set rebar being the southeasterly corner of said South Windham Housing Corporation and the southwesterly corner of said Village at Little Falls, LLC and said point being the TRUE POINT OF BEGINNING;

THENCE N15°46'30"E along the easterly line of the said South Windham Housing Corporation and the westerly line of said Village at Little Falls, LLC 31.10 feet to a point;

THENCE S89°31'53"E through said lands of Village at Little Falls, LLC 68.34 feet to a point;

THENCE S00°28'07"W through said lands of Village at Little Falls, LLC 30.00 feet to a point;

THENCE N89°31'53"W through said lands of Village at Little Falls, LLC 76.55 feet to the POINT OF BEGINNING.

The above described easement contains 2,173 square feet (0.05 acres) more or less.

Said set rebar are #5 rebar with plastic caps stamped "NCS PLS 1314"

Meaning and intending to describe a 30 foot wide drainage easement for the benefit of South Windham Housing Corporation.

The above described easement includes a portion of the land conveyed from Lumas Inc. to Village at Little Falls, LLC in a deed dated November 3, 2004 recorded in the Cumberland County Registry of Deeds in Book 22051 on page 1.

The above described easement also includes a portion of the land conveyed from Lumas, Inc. to Village at Little Falls, LLC on even or near date.

Received  
Recorded Register of Deeds  
Oct 26, 2005 12:19:57P  
Cumberland County  
John B O'Brien







TOWN OF WINDHAM  
TAX LIEN CERTIFICATE

I HEREBY CERTIFY THAT, FOR THE TAX YEAR 2010 – 2011 (FISCAL YEAR JULY 1, 2010 THROUGH JUNE 30, 2011) A TAX IN THE AMOUNT OF \$ 760.06 WAS ASSESSED AGAINST:  
H4559R

HRC-VILLAGE AT LITTLE FALLS LL  
100 COMMERCIAL ST, STE 41  
PORTLAND, ME 04101

ON THE FOLLOWING DESCRIBED REAL ESTATE:

038 007000000  
00007 DEPOT ST

Property maps Town of Windham, Maine, Cumberland County, compiled by  
James W. Sewall Co., Old Town, Maine, dated April 2010 said maps being  
Filed for public inspection at the office of the Assessor of the Town of  
Windham, Maine.

I HEREBY CERTIFY THAT A LIEN IS CLAIMED ON THE ABOVE-DESCRIBED REAL ESTATE TO  
SECURE PAYMENT OF SAID TAX. A DEMAND FOR PAYMENT OF SAID TAX HAS BEEN MADE  
IN ACCORDANCE WITH TITLE 36, M.R.S.A., § 942, AS AMENDED; AND THAT SAID TAX,  
TOGETHER WITH INTEREST, COSTS AND OTHER CHARGES REMAIN UNPAID.



ANTHONY T. PLANTE  
TAX COLLECTOR, TOWN OF WINDHAM  
COUNTY OF CUMBERLAND

ADDITIONAL CHARGES:

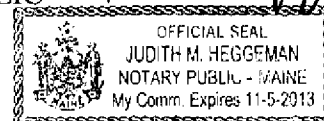
LIEN COST: \$40.00  
MAIL COST: 12.18  
TOTAL: \$52.18

STATE OF MAINE  
CUMBERLAND, SS

AUGUST 9, 2011

THEN PERSONALLY APPEARED THE ABOVE NAMED ANTHONY T. PLANTE, TAX  
COLLECTOR AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS FREE ACT  
AND DEED IN HIS SAID CAPACITY.

BEFORE ME  
NOTARY PUBLIC



Received  
Recorded Register of Deeds  
Aug 09, 2011 08:51:01A  
Cumberland County  
Pamela E. Lovley

VIL\_RESP00458

TOWN OF WINDHAM  
TAX LIEN CERTIFICATE

I HEREBY CERTIFY THAT, FOR THE TAX YEAR 2011 – 2012 (FISCAL YEAR JULY 1, 2011 THROUGH JUNE 30, 2012) A TAX IN THE AMOUNT OF \$ 865.97 WAS ASSESSED AGAINST:  
H4559R

HRC-VILLAGE AT LITTLE FALLS LL  
100 COMMERCIAL ST, STE 41  
PORTLAND, ME 04101

ON THE FOLLOWING DESCRIBED REAL ESTATE:

**MAP 038 LOT 007000000  
00007 DEPOT ST**

Property maps Town of Windham, Maine, Cumberland County, compiled by James W. Sewall Co., Old Town, Maine, dated April 2011 said maps being Filed for public inspection at the office of the Assessor of the Town of Windham, Maine.

I HEREBY CERTIFY THAT A LIEN IS CLAIMED ON THE ABOVE-DESCRIBED REAL ESTATE TO SECURE PAYMENT OF SAID TAX. A DEMAND FOR PAYMENT OF SAID TAX HAS BEEN MADE IN ACCORDANCE WITH TITLE 36, M.R.S.A., § 942, AS AMENDED; AND THAT SAID TAX, TOGETHER WITH INTEREST, COSTS AND OTHER CHARGES REMAIN UNPAID.



ANTHONY T. PLANTE  
TAX COLLECTOR, TOWN OF WINDHAM  
COUNTY OF CUMBERLAND

ADDITIONAL CHARGES:

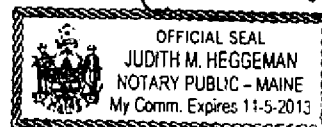
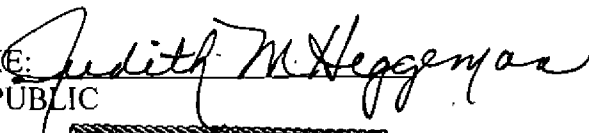
LIEN COST: \$40.00  
MAIL COST: 12.18  
TOTAL: \$52.18

STATE OF MAINE  
CUMBERLAND, SS

AUGUST 10, 2012

THEN PERSONALLY APPEARED THE ABOVE NAMED ANTHONY T. PLANTE, TAX COLLECTOR AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS FREE ACT AND DEED IN HIS SAID CAPACITY.

BEFORE ME:  
NOTARY PUBLIC



Received  
Recorded Register of Deeds  
Aug 10, 2012 08:31:19A  
Cumberland County  
Pamela E. Lovley

**VIL\_RESP00459**

IN WITNESS WHEREOF, Licensor and Licensee have each executed this License Agreement  
as of the day and year first above written.

WITNESS:

S.D. Warren Company  
d/b/a Sappi Fine Paper North America

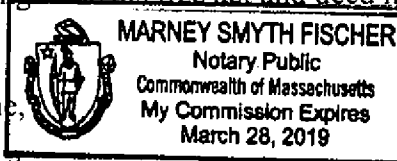
Date: MAY 16, 2012

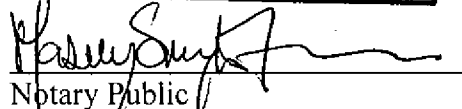
  
Robert Weeden, Vice President

STATE OF MASSACHUSETTS  
COUNTY OF SUFFOLK, SS.

On May 16, 2012, personally appeared the above-named Robert Weeden, Vice President,  
Release and Technical Specialties Business of S.D. Warren Company, d/b/a Sappi Fine Paper  
North America, and acknowledged the foregoing to be his free act and deed in his said capacity  
and the free act and deed of said corporation.


Before me,



  
Notary Public  
Printed Name:  
My Commission Expires:

Keddy Mill Enterprises, LLC  
Lumas, Inc.

Date: 5/19/12

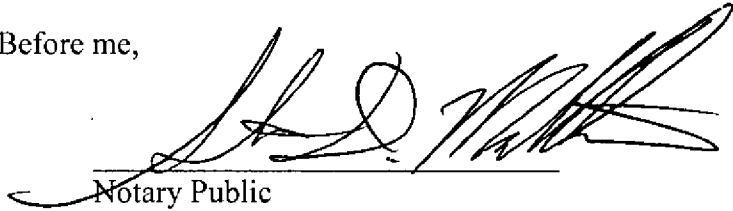
  
Scott Lalumiere, in his capacity as  
[TO BE ADDED CONSISTENT WITH BELOW]

STATE OF Mass  
COUNTY OF Cambridge, SS.

On May 9, 2012, personally appeared the above-named Scott Lalumiere,  
Manager [ADD CAPACITY] of Keddy Mill Enterprises, LLC and Manager [ADD  
CAPACITY] of Lumas Inc., and acknowledged the foregoing to be his free act and deed  
in his said capacity and the free act and deed of said Keddy Mill Enterprises, LLC and  
Lumas Inc.

{W3092267.3}

Before me,



Notary Public

Printed Name:

My Commission Expires:

**STEVEN D. MATTHEWS**  
**Notary Public, Maine**  
**My Commission Expires**  
**July 1, 2013**

SEAL

Received  
Recorded Register of Deeds  
May 24, 2012 03:43:12P  
Cumberland County  
Pamela E. Lovley

TOWN OF WINDHAM  
TAX LIEN CERTIFICATE

I HEREBY CERTIFY THAT, FOR THE TAX YEAR 2012 – 2013 (FISCAL YEAR JULY 1, 2012 THROUGH JUNE 30, 2013) A TAX IN THE AMOUNT OF \$ 711.08 WAS ASSESSED AGAINST:

K1546R  
KEDDY MILL ENTERPRISES LLC  
PO BOX 4787  
PORTLAND, ME 04112

ON THE FOLLOWING DESCRIBED REAL ESTATE:

**038 007000000**  
**00007 DEPOT ST**

Property maps Town of Windham, Maine, Cumberland County, compiled by James W. Sewall Co., Old Town, Maine, dated April 2012 said maps being Filed for public inspection at the office of the Assessor of the Town of Windham, Maine.

I HEREBY CERTIFY THAT A LIEN IS CLAIMED ON THE ABOVE-DESCRIBED REAL ESTATE TO SECURE PAYMENT OF SAID TAX. A DEMAND FOR PAYMENT OF SAID TAX HAS BEEN MADE IN ACCORDANCE WITH TITLE 36, M.R.S.A., § 942, AS AMENDED; AND THAT SAID TAX, TOGETHER WITH INTEREST, COSTS AND OTHER CHARGES REMAIN UNPAID.



ANTHONY T. PLANTE  
TAX COLLECTOR, TOWN OF WINDHAM  
COUNTY OF CUMBERLAND

ADDITIONAL CHARGES:  
LIEN COST: \$42.00  
MAIL COST: 14.00  
TOTAL: \$56.00

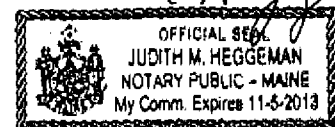
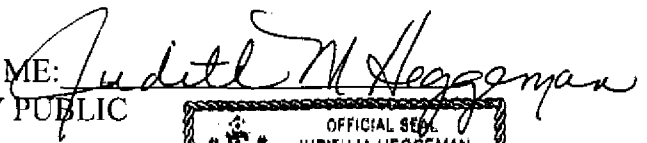
STATE OF MAINE  
CUMBERLAND, SS

AUGUST 9, 2013

Received  
Recorded Register of Deeds  
Aug 09, 2013 08:06:14A  
Cumberland County  
Pamela E. Lovley

THEN PERSONALLY APPEARED THE ABOVE NAMED ANTHONY T. PLANTE, TAX COLLECTOR AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS FREE ACT AND DEED IN HIS SAID CAPACITY.

BEFORE ME:  
NOTARY PUBLIC



VIL\_RESP00462

**STATE OF MAINE  
TOWN OF WINDHAM  
SEWER CHARGE LIEN CERTIFICATE**

I hereby certify that town sewer service charges lawfully committed to me for collection in the amount of \$285.00 (two hundred eighty five and 0 cents) were lawfully charged to Keddy Mill Enterprises for service or benefit to land (and any improvements) located at 7 Depot Street, Windham, Maine 04062 as shown on:

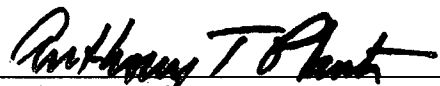
**Map 038 Lot 007**

of the Assessor's Maps on file in the Windham Town Office, 8 School Road, Windham, Maine, and that said sewer service charges, interest and other charges thereon remain unpaid as follows:

Service Charges:	\$427.50
Interest to date:	42.75
Lien fee:	62.00
Certified Mailing:	6.11
Total:	\$538.36

I further certify that a lien is claimed upon the above-described real estate to secure payment of said sewer charged. In accordance with 30 M.R.S.A. §4355, and 30 M.R.S.A. §1200, as amended, a notice and demand for payment of the same was made on May 14th, 2013, and that said sewer charges remain unpaid.

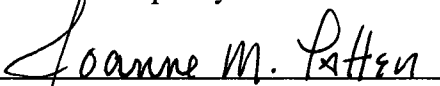
Dated this 14<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
Anthony T. Plante  
Treasurer Town of Windham

STATE OF MAINE  
WINDHAM, SS.

Personally appeared the above named Anthony T. Plante, Treasurer, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

  
\_\_\_\_\_  
Notary Public 11/14/2013

JOANNE M. PATTEN  
Notary Public, Maine  
My Commission Expires 07/02/2017

Received  
Recorded Register of Deeds  
Nov 18, 2013 03:05:12P  
Cumberland County  
Pamela E. Lavley

**VIL\_RESP00463**

**STATE OF MAINE  
TOWN OF WINDHAM  
SEWER CHARGE LIEN CERTIFICATE**

I hereby certify that town sewer service charges lawfully committed to me for collection in the amount of \$142.50 ( one hundred and forty two dollars and fifty cents) were lawfully charged to Keddy Mill Enterprises for service or benefit to land (and any improvements) located at 7 Depot Street, Windham, Maine 04062 as shown on:

**Map 038 Lot 007**

of the Assessor's Maps on file in the Windham Town Office, 8 School Road, Windham, Maine, and that said sewer service charges, interest and other charges thereon remain unpaid as follows:

Service Charges: \$427.50  
Interest to date: 42.75  
Lien fee: 62.00  
Certified Mailing: 6.48  
Total: \$538.73

Received  
Recorded Register of Deeds  
May 01, 2014 02:39:12P  
Cumberland County  
Pamela E. Lovley

I further certify that a lien is claimed upon the above-described real estate to secure payment of said sewer charged. In accordance with 30 M.R.S.A. §4355, and 30 M.R.S.A. §1200, as amended, a notice and demand for payment of the same was made on May 14<sup>th</sup>, 2013, and that said sewer charges remain unpaid.

Dated this 10<sup>th</sup> day of April 10<sup>th</sup> 2014.

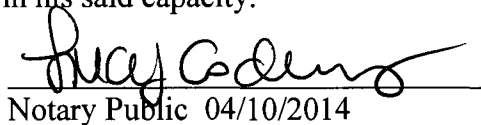
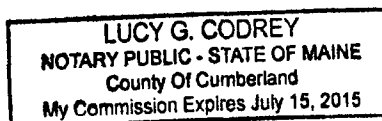


Anthony T. Plante 04/10/2014  
Treasurer Town of Windham

STATE OF MAINE  
WINDHAM, SS.

Personally appeared the above named Anthony T. Plante, Treasurer, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

  
Notary Public 04/10/2014


**VIL\_RESP00464**



TOWN OF WINDHAM  
TAX LIEN CERTIFICATE

I HEREBY CERTIFY THAT, FOR THE TAX YEAR 2013 – 2014 (FISCAL YEAR JULY 1, 2013 THROUGH JUNE 30, 2014) A TAX IN THE AMOUNT OF \$ 721.06 WAS ASSESSED AGAINST:

K1546R  
KEDDY MILL ENTERPRISES LLC  
PO BOX 4787  
PORTLAND, ME 04112

ON THE FOLLOWING DESCRIBED REAL ESTATE:

038 007000000  
00007 DEPOT ST

Property maps Town of Windham, Maine, Cumberland County, compiled by James W. Sewall Co., Old Town, Maine, dated April 2013 said maps being filed for public inspection at the office of the Assessor of the Town of Windham, Maine.

I HEREBY CERTIFY THAT A LIEN IS CLAIMED ON THE ABOVE DESCRIBED REAL ESTATE TO SECURE PAYMENT OF SAID TAX. A DEMAND FOR PAYMENT OF SAID TAX HAS BEEN MADE IN ACCORDANCE WITH TITLE 36, M.R.S.A., § 942, AS AMENDED; AND THAT SAID TAX, TOGETHER WITH INTEREST, COSTS AND OTHER CHARGES REMAIN UNPAID.



ANTHONY T. PLANTE  
TAX COLLECTOR, TOWN OF WINDHAM  
COUNTY OF CUMBERLAND

ADDITIONAL CHARGES:

LIEN COST: \$48.00  
MAIL COST: 15.00  
TOTAL: \$63.00

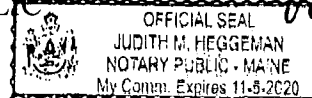
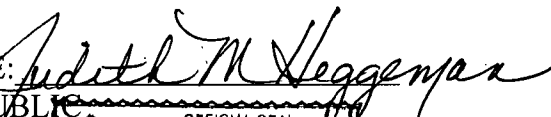
STATE OF MAINE  
CUMBERLAND, SS

Received  
Recorded Register of Deeds  
Aug 11, 2014 08:03:01A  
Cumberland County  
Pamela E. Lovley

AUGUST 11, 2014

THEN PERSONALLY APPEARED THE ABOVE NAMED ANTHONY T. PLANTE, TAX COLLECTOR AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS FREE ACT AND DEED IN HIS SAID CAPACITY.

BEFORE ME:  
NOTARY PUBLIC



VIL\_RESP00465

**Presumpscot/Phoenix LLC**, a Maine limited liability company with a principal place of business in Gorham, Cumberland County, Maine and **George B. Wood**, the sole member of Presumpscot/Phoenix, LLC of Gorham, Cumberland County Maine, individually ("Grantor"), in consideration paid of One Dollar (\$1.00) and other valuable consideration, grants to **Lumas, Inc.** ("Grantee"), a Maine corporation with a principal place of business in Portland, County of Cumberland and State of Maine, and/or its successors and assigns ("Grantee"), with **Warranty Covenants**, the land and buildings thereon located in ~~the~~ <sup>4w</sup> Windham, Cumberland County, Maine, and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference

This Deed and conveyance is made and given in lieu of **foreclosure** of a certain Mortgage given by the said Grantor, to Barnard-Marquit Corporation, which is dated November 6, 1997, and recorded in Book 13431, Page 167 in the Cumberland County Registry of Deeds and now held by the Grantee.

The Deed is made subject to the above referenced mortgage and said mortgage shall survive this transfer and remains in place. This conveyance shall not act to merge the transferee's interest in the above-referenced land and buildings with the said mortgage.

WITNESS our hands this 5 day of September, 2002.

\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

Presumpscot/Phoenix LLC  
George B Wood  
By George B. Wood  
Its  
George B Wood  
George B. Wood  
Individually

STATE OF MAINE  
Cumberland, ss.

9/5, 2002

Then personally appeared the above-named George B. Wood, in his said capacity and individually and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Presumpscot/Phoenix LLC.

Before me, \_\_\_\_\_  
Notary Public Prudential  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

A certain lot or parcel of land with the buildings thereon situated in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the easterly side line of Main Street (Route #202), which point is located One Hundred Seventy-five (175) feet southerly along said easterly side line of Main Street from the southwesterly corner of land now or formerly owned by Robert P. Miele, et al; thence South  $77^{\circ} 33'$  East, Three Hundred Fifty-five and Eighty-three Hundredths (355.83) feet to the face of the westerly foundation of the main factory building situated on the land herein conveyed; thence South  $12^{\circ} 27'$  West along the said face of the westerly foundation Fifty-eight and Seventy-four Hundredths (58.74) feet to a corner of said foundation; thence South  $77^{\circ} 50'$  East by the face of the southerly foundation of said building a distance of Thirty-four and Seventy-two Hundredths (34.72) feet to a point distant Twenty-five (25) feet northeasterly from the center of the 12,000 volt electric pole line which runs southeasterly from a point near said corner of said foundation; thence running Twenty-five (25) feet distant northeasterly from and parallel with said center of said electric pole line South  $42^{\circ} 33'$  East Three Hundred Eighty-nine and Sixty Hundredths (389.60) feet to a point; thence continuing Twenty-five (25) feet distant easterly from and parallel with said center of pole line South  $3^{\circ} 58' 30''$  West Six Hundred Six and Sixty-two Hundredths (606.62) feet to a point being situated Twenty-five (25) feet easterly of the center of said electric pole line and at a point which intersects with a line at right angles to the westerly boundary of main line of track of Maine Central Railroad and a switch thereon; thence - running South  $79^{\circ} 36' 30''$  East Sixty-seven and Thirteen Hundredths (67.13) feet to the westerly boundary of land now or formerly of Maine Central Railroad; thence running North  $0^{\circ} 40' 40''$  West One Hundred Seventy-two and Forty-six Hundredths (172.46) feet to a point on said westerly boundary; thence North  $73^{\circ} 03' 30''$  East Fifty (50) feet to a point on said westerly boundary; thence North  $10^{\circ} 23' 30''$  East by said Railroad land, a distance of Eight Hundred Twelve and Forty-two Hundredths (812.42) feet to a point; thence northerly along said Railroad boundary along an arc having a radius of One Thousand Eight Hundred Eighty-one and Eighty-six Hundredths (1,881.86) feet, One Hundred and One and Two Hundredths (101.02) feet to a point (marked by an iron set) on the southeasterly corner of land now or formerly of the Hart heirs; thence South  $75^{\circ} 49'$  West by said land of the Hart heirs, One Hundred Forty-eight and Eight Hundredths (148.08) feet to the southerly corner of said land of the Hart heirs (marked by an iron set); thence North  $41^{\circ} 27'$  West, Seventy-two (72) feet to a southwesterly corner of the land of the Hart heirs (marked by an iron set); thence North  $15^{\circ} 32'$  West, One Hundred Forty-one (141) feet to the northwesterly corner of the land of the Hart heirs on the southerly side of Depot Street (marked by a monument set); thence South  $73^{\circ} 29'$  West, Thirty-five and Eighty-three Hundredths (35.83) feet along the southerly side of Depot Street to a point (marked by an iron set); thence North  $89^{\circ} 7'$  West, Two Hundred Eighty-one and Eighty-one Hundredths (281.81) feet along the southerly sideline of Depot Street to the northeasterly corner of land now or formerly owned by Dorothy Chaplin (marked by a monument set); thence South  $15^{\circ} 46-1/2'$  West, Fifty-nine and Ninety-seven Hundredths (59.97) feet to the southeasterly corner of said Chaplin land (marked by a monument set); thence North  $83^{\circ} 2'$  West, Fifty-five and Sixty-five Hundredths (55.65) feet to a southerly corner of said Chaplin land (marked by an iron set);

thence North 80° 55' West, Eighteen and Ninety Hundredths (18.90) feet to the southwesterly corner of said Chaplin land (marked by an iron set); thence North 15° 46-1/2' East, Fifty-seven and Seventy-five Hundredths (57.75) feet to the northwesterly corner of said Chaplin land on the southerly side line of Depot Street (marked by a monument set); thence North 80° 55' West, Eighty-nine and Fifty Hundredths (89.50) feet along the southerly sideline of Depot Street to the northeasterly corner of land now or formerly of Robert P. Miele (marked by an iron set); thence South 15° 46-1/2' West Fifty-seven and Seventy-five Hundredths (57.75) feet to the southeasterly corner of said Miele land (marked by an iron set); thence North 80° 55' West, Ninety-nine and Fifty Hundredths (99.50) feet to the southwesterly corner of said land of Robert P. Miele on the easterly side line of Main Street; thence South 13° 56-1/2' West, One Hundred Seventy-five (175) feet to the point of beginning; together with all the Grantor's right, title and interest in and to the land extending to the center line of all streets or roads adjoining said premises.

The courses recited herein are magnetic - 1969.

The above described premises are shown on a plan of land in South Windham, Maine for National Metal Converters, Inc. by Owen Haskell, Inc. dated June 19, 1974.

Together with the right of way reserved by Lawrence J. Keddy in his deed to Scott Paper Company of October 18, 1974, recorded in the Cumberland County Registry of Deeds in Book 3612, Page 25 for vehicles and pedestrians, thirty (30) feet in width, extending easterly from the easterly side of Main Street (Route #202) at the point of beginning of the above described premises to a doorway located in the westerly foundation of the main factory building located thereon, with the right to maintain and use on, in and over said right of way, any existing platform, door and stairs.

F:\WPDOCS\JATITLES\FIRSTAMKEDDYEXHIBIT.A

Received  
Recorded Register of Deeds  
Sep 06, 2002 02:05P  
Cumberland County  
Jack O'Brien

067655

SHORT FORM QUITCLAIM DEED  
WITH COVENANT

BARNARD-MARQUIT CORPORATION, a New Hampshire corporation doing business in South Windham, Maine, FOR CONSIDERATION PAID, grants to PRESUMPCOT/ PHOENIX LLC, a Maine limited liability company doing business in South Windham, Maine with a mailing address of 78 Cressey Road, Gorham, Maine 04038, WITH QUITCLAIM COVENANT, that certain real property located in South Windham, Cumberland County, State of Maine, more particularly bounded and described on Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, BARNARD-MARQUIT CORPORATION has caused this instrument to be executed by Lawrence J. Keddy, its duly authorized President, this 6th day of November, 1997.

WITNESS:

BARNARD-MARQUIT CORPORATION

*Paula J. Conger*

By: *Lawrence J. Keddy*  
Lawrence J. Keddy  
Its President

STATE OF MAINE  
COUNTY OF CUMBERLAND, SS.

November 6, 1997

Personally appeared the above-named Lawrence J. Keddy, President of BARNARD-MARQUIT CORPORATION, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said BARNARD-MARQUIT CORPORATION.

Before me,

NANCY L. PROCTOR  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES SEPTEMBER 15, 1998

*Nancy L. Proctor*  
Notary Public/Attorney-at-Law

Print Name: *Nancy L. Proctor*  
My commission expires: \_\_\_\_\_

SEAL

VIL\_RESP0046

EXHIBIT A

A certain lot or parcel of land with the buildings thereon situated in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the easterly side line of Main Street (Route #202), which point is located One Hundred Seventy-five (175) feet southerly along said easterly side line of Main Street from the southwesterly corner of land now or formerly owned by Robert P. Miele, et al; thence South  $77^{\circ} 33'$  East, Three Hundred Fifty-five and Eighty-three Hundredths (355.83) feet to the face of the westerly foundation of the main factory building situated on the land herein conveyed; thence South  $12^{\circ} 27'$  West along the said face of the westerly foundation Fifty-eight and Seventy-four Hundredths (58.74) feet to a corner of said foundation; thence South  $77^{\circ} 50'$  East by the face of the southerly foundation of said building a distance of Thirty-four and Seventy-two Hundredths (34.72) feet to a point distant Twenty-five (25) feet northeasterly from the center of the 12,000 volt electric pole line which runs southeasterly from a point near said corner of said foundation; thence running Twenty-five (25) feet distant northeasterly from and parallel with said center of said electric pole line South  $42^{\circ} 33'$  East Three Hundred Eighty-nine and Sixty Hundredths (389.60) feet to a point; thence continuing Twenty-five (25) feet distant easterly from and parallel with said center of pole line South  $3^{\circ} 58' 30''$  West Six Hundred Six and Sixty-two Hundredths (606.62) feet to a point being situated Twenty-five (25) feet easterly of the center of said electric pole line and at a point which intersects with a line at right angles to the westerly boundary of main line of track of Maine Central Railroad and a switch thereon; thence - running South  $79^{\circ} 36' 30''$  East Sixty-seven and Thirteen Hundredths (67.13) feet to the westerly boundary of land now or formerly of Maine Central Railroad; thence running North  $0^{\circ} 40' 40''$  West One Hundred Seventy-two and Forty-six Hundredths (172.46) feet to a point on said westerly boundary; thence North  $73^{\circ} 03' 30''$  East Fifty (50) feet to a point on said westerly boundary; thence North  $10^{\circ} 23' 30''$  East by said Railroad land, a distance of Eight Hundred Twelve and Forty-two Hundredths (812.42) feet to a point; thence northerly along said Railroad boundary along an arc having a radius of One Thousand Eight Hundred Eighty-one and Eighty-six Hundredths (1,881.86) feet, One Hundred and One and Two Hundredths (101.02) feet to a point (marked by an iron set) on the southeasterly corner of land now or formerly of the Hart heirs; thence South  $75^{\circ} 49'$  West by said land of the Hart heirs, One Hundred Forty-eight and Eight Hundredths (148.08) feet to the southerly corner of said land of the Hart heirs (marked by an iron set); thence North  $41^{\circ} 27'$  West, Seventy-two (72) feet to a southwesterly corner of the land of the Hart heirs (marked by an iron set); thence North  $15^{\circ} 32'$  West, One Hundred Forty-one (141) feet to the northwesterly corner of the land of the Hart heirs on the southerly side of Depot Street (marked by a monument set); thence South  $73^{\circ} 29'$  West, Thirty-five and Eighty-three Hundredths (35.83) feet along the southerly side of Depot Street to a point (marked by an iron set); thence North  $89^{\circ} 7'$  West, Two Hundred Eighty-one and Eighty-one Hundredths (281.81) feet along the southerly sideline of Depot Street to the northeasterly corner of land now or formerly owned by Dorothy Chaplin (marked by a monument set); thence South  $15^{\circ} 46-1/2'$  West, Fifty-nine and Ninety-seven Hundredths (59.97) feet to the southeasterly corner of said Chaplin land (marked by a monument set); thence North  $83^{\circ} 2'$  West, Fifty-five and Sixty-five Hundredths (55.65) feet to a southerly corner of said Chaplin land (marked by an iron set);

thence North 80° 55' West, Eighteen and Ninety Hundredths (18.90) feet to the southwesterly corner of said Chaplin land (marked by an iron set); thence North 15° 46-1/2' East, Fifty-seven and Seventy-five Hundredths (57.75) feet to the northwesterly corner of said Chaplin land on the southerly side line of Depot Street (marked by a monument set); thence North 80° 55' West, Eighty-nine and Fifty Hundredths (89.50) feet along the southerly sideline of Depot Street to the northeasterly corner of land now or formerly of Robert P. Miele (marked by an iron set); thence South 15° 46-1/2' West Fifty-seven and Seventy-five Hundredths (57.75) feet to the southeasterly corner of said Miele land (marked by an iron set); thence North 80° 55' West, Ninety-nine and Fifty Hundredths (99.50) feet to the southwesterly corner of said land of Robert P. Miele on the easterly side line of Main Street; thence South 13° 56-1/2' West, One Hundred Seventy-five (175) feet to the point of beginning; together with all the Grantor's right, title and interest in and to the land extending to the center line of all streets or roads adjoining said premises.

The courses recited herein are magnetic - 1969.

The above described premises are shown on a plan of land in South Windham, Maine for National Metal Converters, Inc. by Owen Haskell, Inc. dated June 19, 1974.

Together with the right of way reserved by Lawrence J. Keddy in his deed to Scott Paper Company of October 18, 1974, recorded in the Cumberland County Registry of Deeds in Book 3612, Page 25 for vehicles and pedestrians, thirty (30) feet in width, extending easterly from the easterly side of Main Street (Route #202) at the point of beginning of the above described premises to a doorway located in the westerly foundation of the main factory building located thereon, with the right to maintain and use on, in and over said right of way, any existing platform, door and stairs.

F:\WPDOCS\ISJ\TITLES\FIRSTAM\KEDDY\EXHIBIT.A

- 2 -

RECEIVED

REGISTRY OF DEEDS

1997 NOV 10 PM 12:40

CUMBERLAND COUNTY

*John B O'Brien*

VIL\_RESP0047



192108

KNOW ALL MEN BY THESE PRESENTS,

THAT I, LAWRENCE J. KEDDY, of Center Conway, New Hampshire, in consideration of One (\$1.00) Dollar and other valuable considerations, paid by BARNARD-MARQUIT CORPORATION, a Maine corporation, of South Windham, Maine, and whose mailing address is P.O. Box 70, South Windham, Maine 04082 the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said BARNARD-MARQUIT CORPORATION, its heirs and assigns forever, a certain lot or parcel of land with the buildings thereon, situated in the Town of Windham, County of Cumberland and State of Maine, being all of the property conveyed to Lawrence J. Keddy by Lawrence J. Keddy, Attorney in Fact for New England Steel Co., Inc., dated January 17, 1978, and recorded in the Cumberland County Registry of Deeds in Book 4162, Page 277.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenance thereunto belonging, to the said BARNARD-MARQUIT CORPORATION, its heirs and assigns forever.

IN WITNESS WHEREOF, the said Lawrence J. Keddy has set his hand and seal this 4th day of January in the year of our Lord one thousand nine hundred ninety-three.

Signed, Sealed and Delivered  
in presence of

   
Lawrence J. Keddy

STATE OF MAINE

oxford  
Cumberland, ss.

January 4, 1993

PERSONALLY APPEARED the above-named LAWRENCE J. KEDDY, and acknowledged the above instrument to be his free act and deed.

Before me,

SEAL

Recorded  
Cumberland County  
Registry of Deeds  
04/02/93 10:36:42AM  
John B. O'Brien  
Register

  
Notary Public

DAVID R. HASTINGS  
My commission expires  
9/4/94

VIL\_RESP00472

33679

## KNOW ALL MEN BY THESE PRESENTS,

THAT I, LAWRENCE J. KEDDY, of Center Conway, New Hampshire, in consideration of One (\$1.00) Dollar and other valuable considerations, paid by BARNARD-MARQUIT CORPORATION, a New Hampshire corporation qualified in Maine, whose mailing address is P.O. Box 70, South Windham, Maine 04082, the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said BARNARD-MARQUIT CORPORATION, its heirs and assigns forever, a certain lot or parcel of land with the buildings thereon, situated in the Town of Windham, County of Cumberland and State of Maine, being all of the property conveyed to Lawrence J. Keddy by Lawrence J. Keddy, Attorney in Fact for New England Steel Co., Inc., dated January 17, 1978, and recorded in the Cumberland County Registry of Deeds in Book 4162, Page 277.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenance thereunto belonging, to the said BARNARD-MARQUIT CORPORATION, its successors and assigns forever.

This deed is given as a corrective deed to a deed dated January 4, 1993 and recorded in the Cumberland County Registry of Deeds in Book 10620, Page 324, to correctly identify the Grantee as a New Hampshire corporation.

IN WITNESS WHEREOF, the said Lawrence J. Keddy has set his hand and seal this 17th day of July in the year of our Lord one thousand nine hundred ninety-five.

Signed, Sealed and Delivered  
in the presence of

Ann P. Gorguis

Lawrence J. Keddy  
Lawrence J. Keddy

STATE OF MAINE  
Cumberland, SS.

July 17, 1995

PERSONALLY APPEARED the above-named LAWRENCE J. KEDDY, and acknowledge the above instrument to be his free act and deed.

Before me,

Robert E. Stevens  
Notary Public Attorney at Law

RECEIVED  
RECORDED REGISTRY OF DEEDS  
Print Name: Robert E. Stevens  
My Commission Expires: \_\_\_\_\_

95 JUL 24 AM 10:25

AJB/99999/.AZ7

CUMBERLAND COUNTY

John B. O'Brien

VIL\_RESP0047

## Know all Men by these Presents,

That LAWRENCE J. KEDDY, P. O. Box 40, Windham, Maine, as mortgagee under a Mortgage from National Metal Converters of Windham, Inc. dated January 2, 1975 and recorded in Cumberland County Registry of Deeds in Book 3638, Page 56, and under a Supplemental Mortgage and Security Agreement from New England Steel Co., Inc., formerly known as National Metal Converters of Windham, Inc. dated September 24, 1976 and recorded in said Registry of Deeds in Book 3915, Page ~~in consideration of~~ 58, and as attorney in fact for said mortgagors pursuant to the power of sale granted in said mortgages,

in consideration of One Hundred Thousand Dollars (\$100,000.00)

paid by Lawrence J. Keddy,

and whose mailing address is P. O. Box 40, Windham, Maine

the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said

Lawrence J. Keddy, his heirs and assigns forever,  
a certain lot or parcel of land

See Exhibit A attached hereto

273

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said

Lawrence J. Keddy, his

heirs and assigns forever.

In Witness Whereof, the said Lawrence J. Keddy, as mortgagee and attorney in fact of New England Steel Co., Inc. as aforesaid,

wife

of the said

joining in this deed as grantor and relinquishing and conveying

all rights by descent and all other rights in the above described

premises <sup>has</sup> hereunto set his hand and seal this

day of January in the year of our Lord one thousand nine hundred and seventy-eight.

Signed, Sealed and Delivered  
in presence of

.....  
.....  
.....  
.....  
.....

NEW ENGLAND STEEL CO., INC.

By *Lawrence J. Keddy*  
Attorney in Fact

*Lawrence J. Keddy*  
Lawrence J. Keddy, Mortgagee

State of Maine,  
Cumberland

} ss.

January 17 19 78 .

Personally appeared the above named

Lawrence J. Keddy and acknowledged the above instrument to be his free act and deed, and his free act and deed in his said capacity.

Before me, *[Signature]*  
Justice of the Peace.  
Notary Public.  
Attorney at Law.

EXHIBIT A

A certain lot or parcel of land with the buildings thereon situated in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the easterly side line of Main Street (Route #202), which point is located One Hundred Seventy-Five (175) feet southerly along said easterly side line of Main Street from the southwesterly corner of land now or formerly owned by Robert P. Miele, et al; thence South  $77^{\circ} 33'$  East, Three Hundred Fifty-Five and Eighty-three Hundredths (355.83) feet to the face of the westerly foundation of the main factory building situated on the land herein conveyed; thence South  $12^{\circ} 27'$  West along the said face of the westerly foundation Fifty-eight and Seventy-four Hundredths (58.74) feet to a corner of said foundation; thence South  $77^{\circ} 50'$  East by the face of the southerly foundation of said building a distance of Thirty-four and Seventy-two Hundredths (34.72) feet to a point distant Twenty-five (25) feet northeasterly from the center of the 12,000 volt electric pole line which runs southeasterly from a point near said corner of said foundation; thence running Twenty-five (25) feet distant northeasterly from and parallel with said center of said electric pole line South  $42^{\circ} 33'$  East Three Hundred Eighty-nine and Sixty Hundredths (389.60) feet to a point; thence continuing Twenty-five (25) feet distant easterly from and parallel with said center of pole line South  $3^{\circ} 58' 30''$  West Six Hundred Six and Sixty-two Hundredths (606.62) feet to a point being situated Twenty-five (25) feet easterly of the center of said electric pole line and at a point which intersects with a line at right angles to the westerly boundary of main line of track of Maine Central Railroad and a switch thereon; thence running South  $79^{\circ} 36' 30''$  East Sixty-seven and Thirteen Hundredths (67.13) feet to the westerly boundary of land now or formerly of Maine Central Railroad; thence running North  $0^{\circ} 40' 40''$  West One Hundred Seventy-two and Forty-six Hundredths (172.46) feet to a point on said westerly boundary; thence North  $73^{\circ} 03' 30''$  East Fifty (50) feet to a point on said westerly boundary; thence North  $10^{\circ} 23' 30''$  East by said Railroad land, a distance of Eight Hundred Twelve and Forty-two Hundredths (812.42) feet to a point; thence northerly along said Railroad boundary along an arc having a radius of One Thousand Eight Hundred Eighty-one and Eighty-six Hundredths (1881.86) feet, One Hundred and One and Two Hundredths (101.02) feet to a point (marked by an iron set) on the southeasterly corner of land now or formerly of the Hart heirs; thence South  $75^{\circ} 49'$  West by said land of the Hart heirs, One Hundred Forty-eight and Eight Hundredths (148.08) feet to the southerly corner of said land of the Hart heirs (marked by an

iron set); thence North 41° 27' West, Seventy-two (72) feet to a southwesterly corner of the land of the Hart heirs (marked by an iron set); thence North 15° 32' West, One Hundred Forty-one (141) feet to the northwesterly corner of the land of the Hart heirs on the southerly side of Depot Street (marked by a monument set); thence South 73° 29' West, Thirty-five and Eighty-three Hundredths (35.83) feet along the southerly side of Depot Street to a point (marked by an iron set); thence North 89° 7' West, Two Hundred Eighty-one and Eighty-one Hundredths (281.81) feet to the northeasterly corner of land now or formerly owned by Dorothy Chaplin (marked by a monument set); thence South 15° 46-1/2' West, Fifty-nine and Ninety-seven Hundredths (59.97) feet to the southeasterly corner of said Chaplin land (marked by a monument set); thence North 83° 2' West, Fifty-five and Sixty-five Hundredths (55.65) feet to a southerly corner of said Chaplin land (marked by an iron set); thence North 80° 55' West, Eighteen and Ninety Hundredths (18.90) feet to the southwesterly corner of said Chaplin land (marked by an iron set); thence North 15° 46-1/2' East, Fifty-seven and Seventy-five Hundredths (57.75) feet to the northwesterly corner of said Chaplin land on the southerly side line of Depot Street (marked by a monument set); thence North 80° 55' West, Eighty-nine and Fifty Hundredths (89.50) feet to the northeasterly corner of land now or formerly of Robert P. Miele (marked by an iron set); thence South 15° 46-1/2' West, Fifty-seven and Seventy-five Hundredths (57.75) feet to the southeasterly corner of said Miele land (marked by an iron set); thence North 80° 55' West, Ninety-nine and Fifty Hundredths (99.50) feet to the southwesterly corner of said land of Robert P. Miele on the easterly side line of Main Street; thence South 13° 56-1/2' West, One Hundred Seventy-five (175) feet to the point of beginning; together with all the Grantor's right, title and interest in and to the land extending to the center line of all streets or roads adjoining said premises.

Also conveyed herewith and appurtenant to the above-described premises is a right of way for vehicles and pedestrians, Thirty (30) feet in width over the land formerly owned by Atlantic Mills, Inc. and now or formerly owned by Lawrence J. Keddy, extending easterly from the easterly side of Main Street (Route #202) at the point of beginning of the above described premises to a doorway located in the westerly foundation of the main factory building and further conveying to the Grantee herein, his heirs and assigns, the right to maintain and use on, in and over said right of way, the existing platform, door and stairs.

The courses recited herein are magnetic - 1969.

The above described premises are shown on a plan of land in South Windham, Maine for National Metal Converters, Inc. by Owen Haskell, Inc. dated June 19, 1974.

This conveyance is made subject to Maine Central Railroad side track agreements, including the modification agreement between Maine Central Railroad and Keddy Manufacturing Company

recorded at said Registry of Deeds in Book 3459, Page 305.

This conveyance is also made subject to a right of way conveyed by Cumberland Securities Corporation to Central Maine Power Company by deed dated October 6, 1944, and recorded in the Cumberland County Registry of Deeds in Book 1759, Page 348, and also subject to rights of way as they may pertain to the above-described premises reserved in the Deed of Cumberland Securities Corporation to Windham Fibres, Inc., dated July 25, 1945, and recorded in the Cumberland County Registry of Deeds in Book 1787, Page 353.

This conveyance is made subject to the right of Lawrence J. Keddy, his heirs and assigns to maintain, repair and replace the existing structure attached to the building on the above described premises, for the purpose of supporting said 12,000 volt electric pole line and any additional lines.

Also conveying to the Grantee, his heirs and assigns, all the Grantor's right, title and interest in and to the bed of the said river and the right to use the waters of said river where the same is within the premises hereby conveyed, and all rights of flowage appurtenant to these premises, except the flowage, riparian and water rights excepted and reserved to Cumberland Securities Corporation in Indenture with Windham Fibres, Inc. dated July 25, 1945 and recorded in said Registry of Deeds, Book 1789, Page 353, provided that the above described premises are expressly conveyed free of and not subject to the covenants and reservations of Windham Fibres, Inc. as the same relate to the right of Grantee, his heirs and assigns, to use the waters of, and take water from, the Presumpscot River, where and if said waters are within the premises herein conveyed, for cooling and processing purposes and any additional waters obtained from the public water supply, to discharge said waters used for cooling and processing purposes into the Presumpscot River in accordance with applicable local, state and federal standards and to maintain, repair and replace the existing closed circuit cooling pipe extending from the above described premises into the bed of the Presumpscot River, but in no event shall Grantor, its successors and assigns be obligated to maintain or alter the flow of water in the Presumpscot River for the operation, maintenance, repair or replacement of said cooling pipe.

The premises hereby conveyed are subject to the right and easement of the Central Maine Power Company, its successors and assigns, to repair, replace and maintain any and all of its transmissions and distribution lines as are now located along and across said premises and the right of said Central Maine Power Company, its successors and assigns, to overflow and flood the above described premises as may be overflowed and flooded by means of its dam at Mallison Falls all as set forth in deed of Cumberland Securities Corporation to Atlantic Mills, Inc. dated January 29, 1954, recorded in said Registry of Deeds, Book 2167, Page 245.

The above described premises are also conveyed subject to the covenants of Atlantic Mills, Inc. herein which are binding upon it, its successors and assigns as to the use of water of the Presumpscot River which may be dammed up or stored, said covenants being more fully set forth in the said deed of Cumberland Securities Corporation to Atlantic Mills, Inc. dated January 29, 1954.

The above described premises are also conveyed subject to an agreement respecting the height of the dam at Little Falls between E. I. DuPont DeNemours Powder Company and Androscoggin Pulp Company dated July 25, 1913 and recorded in said Registry of Deeds, Book 925, Page 176, to the extent said agreement may affect the premises hereby conveyed.

Excepting and reserving to the Cumberland Securities Corporation, its successors and assigns, the right to construct, erect, repair, replace, respace, operate, maintain and remove an electric line or lines in suitable and convenient locations to be agreed upon, extending from the northerly to the southerly line of the premises hereby conveyed; together with the right to cut, trim and remove such trees, branches and underbrush as in the opinion to Cumberland Securities Corporation, its successors or assigns, will interfere with or endanger the operation of said electric line or lines as they may be constructed along and across the above described premises. The exceptions, reservations, covenants, and rights referred to in this paragraph shall relate and apply only to that portion of the premises herein conveyed which are a portion of the premises conveyed by Mallison Corporation to Lawrence J. Keddy by deed dated July 10, 1974 and recorded at the Cumberland County Registry of Deeds and to no other portion of the premises herein conveyed.

This conveyance is made subject to the right of Lawrence J. Keddy, his heirs and assigns, to construct, erect, repair, replace, respace, operate, maintain and remove an electric line or lines in suitable and convenient locations to be agreed upon, extending from the southerly to the westerly line of the premises hereby conveyed; together with the right to cut, trim and remove such trees, branches and underbrush as in the opinion of said Lawrence J. Keddy, his heirs and assigns, will interfere with or endanger the operation of said electric line or lines as they may be constructed along and across the within conveyed premises.

In the event that the Cumberland Securities Corporation, or said Lawrence J. Keddy, their respective heirs, successors and assigns, shall be unable to construct, erect, operate and maintain their said electric line or lines over, along and across the areas subject to their respective easements because of insufficient space, then Cumberland Securities Corporation and said Lawrence J. Keddy, their respective heirs, successors and assigns, and the Grantee, its successors and assigns, will coordinate facilities as they exist at such time, such coordination to be at the cost and expense of the Cumberland Securities Corporation or said



Lawrence J. Keddy, as the case may be, their respective heirs, successors and assigns.

The Grantor covenants and agrees for itself, its successors and assigns, that it or they will, at the time such locations are agreed upon, upon written request of the Cumberland Securities Corporation or said Lawrence J. Keddy, their respective heirs, successors or assigns, execute and deliver to the Cumberland Securities Corporation or said Lawrence J. Keddy, their respective heirs, successors and assigns, the necessary pole line easements covering the locations agreed upon.

Reserving to the Grantor, its successors and assigns a right in common with others so entitled to pass and repass over, across and along the existing roadway, which starts on Depot Street near the line of land formerly of Lucy Hart and runs southerly and then easterly toward the land of Maine Central Railroad, then turns southerly then westerly around the southerly end of the factory building to run between the factory building and the Presumpscot River, as a means of access to the electric transmission line and the supporting poles thereof near said River, provided, however, that Grantee, his heirs and assigns shall have no obligation to repair or maintain said roadway, and the right to retain, repair and replace in its present location one guy pole and anchors near the property line beside said existing roadway.

Also conveyed herewith and appurtenant to the above described premises is a right of way for vehicles and pedestrians, in common with others over, across and along said existing roadway to the extent it crosses into premises of Lawrence J. Keddy adjacent westerly and southwesterly of the above described premises.

Reference is made to deed to Lawrence J. Keddy (1) from Park Corporation recorded in said Registry of Deeds, Book 3545, Page 141, (2) from Atlantic Mills, Inc. dated October 30, 1961 and recorded in said Registry of Deeds, Book 2641, Page 44 and (3) from Mallison Corporation dated July 10, 1974 and recorded in said Registry of Deeds, and to deed to Grantor from Lawrence J. Keddy of even date herewith and recorded in said Registry of Deeds.

JAN 17 1978

CLERK OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 12 P.M. and recorded in

BOOK 4162 PAGE 277 *Leah J. Durette* ACTING Register

## Know all Men by these Presents,

That Lawrence J. Keddy of Portsmouth in the County of Rockingham and State of New Hampshire

in consideration of one dollar and other valuable considerations

paid by National Metal Converters of Windham, Inc., a Maine corporation with a place of business in Leeds, Maine

the receipt whereof I do hereby acknowledge, do hereby remise,

release, bargain, sell and convey and forever quit-claim unto the said

National Metal Converters of Windham, Inc., its

successors ~~heirs~~ and assigns forever,

~~xxxxxx~~

A certain lot or parcel of land with the buildings thereon situated in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the easterly side line of Main Street (Route #202), which point is located One Hundred Seventy-Five (175) feet southerly along said easterly side line of Main Street from the southwesterly corner of land now or formerly owned by Robert P. Miele, et al; thence South 77° 33' East, Three Hundred Fifty-Five and Eighty-three Hundredths (355.83) feet to the face of the westerly foundation of the main factory building situated on the land herein conveyed; thence South 12° 27' West along the said face of the westerly foundation Fifty-eight and Seventy-four Hundredths (58.74) feet to a corner of said foundation; thence South 77° 50' East by the face of the southerly foundation of said building a distance of Thirty-four and Seventy-two Hundredths (34.72) feet to a point distant Twenty-five (25) feet northeasterly from the center of the 12,000 volt electric pole line which runs southeasterly from a point near said corner of said foundation; thence running Twenty-five (25) feet distant northeasterly from and parallel with said center of said electric pole line South 42° 33' East Three Hundred Eighty-nine and Sixty Hundredths (389.60) feet to a point; thence continuing Twenty-five (25) feet distant easterly from and parallel with said center of pole line South 3° 58' 30" West Six Hundred Six and Sixty-two Hundredths (606.62) feet to a point being situated Twenty-five (25) feet easterly of the center of said electric pole line and at a point which intersects with a line at right angles to the westerly boundary of main line of track of Maine Central Railroad and a switch thereon; thence running South 79° 36' 30" East Sixty-seven and Thirteen Hundredths (67.13) feet to the westerly boundary of land now or formerly of Maine Central Railroad; thence running North 0° 40' 40" West One Hundred Seventy-two and Forty-six Hundredths (172.46) feet to a point on said westerly boundary; thence North 73° 03' 30" East Fifty (50) feet to a point on said westerly boundary; thence North 10° 23' 30" East by said Railroad land, a distance of Eight Hundred Twelve and Forty-two Hundredths (812.42) feet to a point; thence northerly along said Railroad boundary along an arc having a radius of One Thousand Eight Hundred Eighty-one and Eighty-six Hundredths (1881.86) feet, One Hundred and One and Two Hundredths (101.02) feet to a point (marked by an iron set) on the southeasterly corner of land now or formerly of the Hart

heirs; thence South 75° 49' West by said land of the Hart heirs, One Hundred Forty-eight and Eight Hundredths (148.08) feet to the southerly corner of said land of the Hart heirs (marked by an iron set); thence North 41° 27' West, Seventy-two (72) feet to a southwesterly corner of the land of the Hart heirs (marked by an iron set); thence North 15° 32' West, One Hundred Forty-one (141) feet to the northwesterly corner of the land of the Hart heirs on the southerly side of Depot Street (marked by a monument set); thence South 73° 29' West, Thirty-five and Eighty-three Hundredths (35.83) feet along the southerly side of Depot Street to a point (marked by an iron set); thence North 89° 7' West, Two Hundred Eighty-one and Eighty-one Hundredths (281.81) feet to the northeasterly corner of land now or formerly owned by Dorothy Chaplin (marked by a monument set); thence South 15° 46-1/2' West, Fifty-nine and Ninety-seven Hundredths (59.97) feet to the southeasterly corner of said Chaplin land (marked by a monument set); thence North 83° 2' West, Fifty-five and Sixty-five Hundredths (55.65) feet to a southerly corner of said Chaplin land (marked by an iron set); thence North 80° 55' West, Eighteen and Ninety Hundredths (18.90) feet to the southwesterly corner of said Chaplin land (marked by an iron set); thence North 15° 46-1/2' East, Fifty-seven and Seventy-five Hundredths (57.75) feet to the northwesterly corner of said Chaplin land on the southerly side line of Depot Street (marked by a monument set); thence North 80° 55' West, Eighty-nine and Fifty Hundredths (89.50) feet to the northeasterly corner of land now or formerly of Robert P. Miele (marked by an iron set); thence South 15° 46-1/2' West, Fifty-seven and Seventy-five Hundredths (57.75) feet to the southeasterly corner of said Miele land (marked by an iron set); thence North 80° 55' West, Ninety-nine and Fifty Hundredths (99.50) feet to the southwesterly corner of said land of Robert P. Miele on the easterly side line of Main Street; thence South 13° 56-1/2' West, One Hundred Seventy-five (175) feet to the point of beginning; together with all the Grantor's right, title and interest in and to the land extending to the center line of all streets or roads adjoining said premises.

Also conveyed herewith and appurtenant to the above-described premises is a right of way for vehicles and pedestrians, Thirty (30) feet in width over the land formerly owned by Atlantic Mills, Inc. and now or formerly owned by Lawrence J. Keddy, extending easterly from the easterly side of Main Street (Route #202) at the point of beginning of the above described premises to a doorway located in the westerly foundation of the main factory building and further conveying to the Grantee herein, its successors and assigns, the right to maintain and use on, in and over said right of way, the existing platform, door and stairs.

The courses recited herein are magnetic - 1969.

The above described premises are shown on a plan of land in South Windham, Maine for National Metal Converters, Inc. by Owen Haskell, Inc. dated June 19, 1974.

This conveyance is made subject to Maine Central Railroad side track agreements, including the modification agreement between Maine Central Railroad and Keddy Manufacturing Company

recorded at said Registry of Deeds in Book 3459, Page 305.

This conveyance is also made subject to a right of way conveyed by Cumberland Securities Corporation to Central Maine Power Company by deed dated October 6, 1944, and recorded in the Cumberland County Registry of Deeds in Book 1759, Page 348, and also subject to rights of way as they may pertain to the above-described premises reserved in the Deed of Cumberland Securities Corporation to Windham Fibres, Inc., dated July 25, 1945, and recorded in the Cumberland County Registry of Deeds in Book 1787, Page 353.

Grantor, his heirs and assigns hereby reserves the right to maintain, repair and replace the existing structure attached to the building on the above described premises, for the purpose of supporting said 12,000 volt electric pole line and any additional lines.

Also conveying to the Grantee, its successors and assigns, all the Grantor's right, title and interest in and to the bed of the said river and the right to use the waters of said river where the same is within the premises hereby conveyed, and all rights of flowage appurtenant to these premises, except the flowage, riparian and water rights excepted and reserved to Cumberland Securities Corporation in Indenture with Windham Fibres, Inc. dated July 25, 1945 and recorded in said Registry of Deeds, Book 1789, Page 353, provided that the above described premises are expressly conveyed free of and not subject to the covenants of Windham Fibres, Inc. as the same relate to the right of Grantee, its successors and assigns, to use the waters of, and take water from, the Presumpscot River, where and if said waters are within the premises herein conveyed, for cooling and processing purposes and any additional waters obtained from the public water supply, to discharge said waters used for cooling and processing purposes into the Presumpscot River in accordance with applicable local, state and federal standards and to maintain, repair and replace the existing closed circuit cooling pipe extending from the above described premises into the bed of the Presumpscot River, but in no event shall Grantor, his heirs and assigns be obligated to maintain or alter the flow of water in the Presumpscot River for the operation, maintenance, repair or replacement of said cooling pipe.

The premises hereby conveyed are subject to the right and easement of the Central Maine Power Company, its successors and assigns, to repair, replace and maintain any and all of its transmissions and distribution lines as are now located along and across said premises and the right of said Central Maine Power Company, its successors and assigns, to overflow and flood the above described premises as may be overflowed and flooded by means of its dam at Mallison Falls all as set forth in deed of Cumberland Securities Corporation to Atlantic Mills, Inc. dated January 29, 1954, recorded in said Registry of Deeds, Book 2167, Page 245.

The above described premises are also conveyed subject to the covenants of Atlantic Mills, Inc. herein which are binding upon it, its successors and assigns as to the use of water of the Presumpscot River which may be dammed up or stored, said covenants being more fully set forth in the said deed of Cumberland Securities Corporation to Atlantic Mills, Inc. dated January 29, 1954.

The above described premises are also conveyed subject to an agreement respecting the height of the dam at Little Falls between E. I. DuPont DeNemours Powder Company and Androscoggin Pulp Company dated July 25, 1913 and recorded in said Registry of Deeds, Book 925, Page 176, to the extent said agreement may affect the premises hereby conveyed.

Excepting and reserving to the Cumberland Securities Corporation, its successors and assigns, the right to construct, erect, repair, replace, respace, operate, maintain and remove an electric line or lines in suitable and convenient locations to be agreed upon, extending from the northerly to the southerly line of the premises hereby conveyed; together with the right to cut, trim and remove such trees, branches and underbrush as in the opinion to Cumberland Securities Corporation, its successors or assigns, will interfere with or endanger the operation of said electric line or lines as they may be constructed along and across the above described premises. The exceptions, reservations, covenants, and rights referred to in this paragraph shall relate and apply only to that portion of the premises herein conveyed which are a portion of the premises conveyed by Mallison Corporation to Lawrence J. Keddy by deed dated July 10, 1974 and recorded at the Cumberland County Registry of Deeds and to no other portion of the premises herein conveyed.

Excepting and reserving to Grantor, his heirs and assigns, the right to construct, erect, repair, replace, respace, operate, maintain and remove an electric line or lines in suitable and convenient locations to be agreed upon, extending from the southerly to the westerly line of the premises hereby conveyed; together with the right to cut, trim and remove such trees, branches and underbrush as in the opinion to Grantor, his heirs and assigns, will interfere with or endanger the operation of said electric line or lines as they may be constructed along and across the within conveyed premises.

In the event that the Cumberland Securities Corporation, or Grantor their respective heirs, successors and assigns, shall be unable to construct, erect, operate and maintain their said electric line or lines over, along and across the areas subject to their respective easements because of insufficient space, then Cumberland Securities Corporation and Grantor, their respective heirs, successors and assigns, and the Grantee, its successors and assigns, will coordinate facilities as they exist at such time, such coordination to be at the cost and expense of the Cumberland Securities

Corporation or Grantor, as the case may be, their respective heirs, successors and assigns.

The Grantee covenants and agrees for itself, its successors and assigns, that it or they will, at the time such locations are agreed upon, upon written request of the Cumberland Securities Corporation or Grantor, their respective heirs, successors or assigns, execute and deliver to the Cumberland Securities Corporation or Grantor, their respective heirs, successors and assigns, the necessary pole line easements covering the locations agreed upon.

Reserving to the Grantor, his heirs and assigns a right in common with others so entitled to pass and repass over, across and along the existing roadway, which starts on Depot Street near the line of land formerly of Lucy Hart and runs southerly and then easterly toward the land of Maine Central Railroad, then turns southerly then westerly around the southerly end of the factory building to run between the factory building and the Presumpscot River, as a means of access to the electric transmission line and the supporting poles thereof near said River, provided, however, that Grantee, its successors and assigns shall have no obligation to repair or maintain said roadway, and the right to retain, repair and replace in its present location one guy pole and anchors near the property line beside said existing roadway.

Also conveyed herewith and appurtenant to the above described premises is a right of way for vehicles and pedestrians, in common with others over, across and along said existing roadway to the extent it crosses into premises of Lawrence J. Keddy adjacent westerly and southwesterly of the above described premises.

Reference is made to deed to Grantor (1) from Park Corporation recorded in said Registry of Deeds, Book 3545, Page 141, (2) from Atlantic Mills, Inc. dated October 30, 1961 and recorded in said Registry of Deeds, Book 2641, Page 44 and (3) from Mallison Corporation dated July 10, 1974 and recorded in said Registry of Deeds.

The within conveyance is made subject to current real estate taxes, which Grantee by acceptance of this deed hereby assumes and agrees to pay; Grantor covenants and agrees to pay all real estate taxes assessed for prior years.

317

~~network~~ and assigns forever.

In Witness Whereof, the said Lawrence J. Keddy, being  
unmarried

**Hand**

निदेश

XXXXXXXXXXXX

Signed, Sealed and Delivered

in presence of,

Arns P. Torquiss

Lawrence J. Kidory

SS.

January 2

19 75 .

Personally appeared the above named

and acknowledged the above instru-

Before me,

*John R. Cornell*  
Justice of the

Justice of the Peace.

~~Notary Public.~~

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 11 P 27 AM, and recorded in

BOOK 3637 PAGE 312 Anne T. Rappin Register

**VIL RESP00486**

9174

KNOW ALL MEN BY THESE PRESENTS, that PARK CORPORATION, a corporation organized and existing under the laws of the State of Nevada and located at 3100 MacCorkle Avenue, S.W., South Charleston, in the County of Kanawha and State of West Virginia,

in consideration of One Dollar (\$1.00) and other valuable considerations,

paid by LAWRENCE J. KEDDY of South Street, in the City of Portsmouth, County of Rockingham and State of New Hampshire,

the receipt whereof, it does hereby acknowledge, does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said LAWRENCE J. KEDDY, his heirs and assigns forever,

A certain lot or parcel of land with the buildings thereon situated in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point (marked by a monument set) on the easterly side line of Main Street (Route #202), which point is located One Hundred Seventy-five (175) feet southerly along said easterly side line of Main Street from the southwesterly corner of land now or formerly owned by Robert P. Miele, et al; thence South  $77^{\circ} 33'$  East, Three Hundred Fifty-five and Eighty-three Hundredths (355.83) feet on a course which intersects the face of the westerly foundation of the main factory building situated on the land herein conveyed at a right angle thereto at a point (marked by a drill hole set); thence South  $12^{\circ} 27'$  West along the said face of the westerly foundation Fifty-eight and Seventy-four Hundredths (58.74) feet to a corner of said foundation; thence South  $77^{\circ} 50'$  East by the face of the southerly foundation of said building a distance of Three Hundred (300) feet to a point (marked by an iron set); thence South  $1^{\circ} 59-1/2'$  West, Three Hundred (300) feet to a point (marked by a monument set) which is located One Hundred Fifty



(150) feet westerly of land now or formerly of the Maine Central Railroad, said distance being measured at a right angle to the westerly boundary of said Railroad land; thence South  $79^{\circ} 49\frac{1}{2}'$  East, One Hundred Fifty (150) feet to a point on said westerly Railroad boundary (marked by an iron set); thence North  $10^{\circ} 10\frac{1}{2}'$  East by said Railroad land, a distance of Four Hundred Seventy-one and Thirty-six Hundredths (471.36) feet to a point; thence northerly along said Railroad boundary along an arc having a radius of One Thousand Eight Hundred Eighty-one and Eighty-six Hundredths (1881.86) feet, One Hundred and Ninety-seven Hundredths (100.97) feet to a point (marked by an iron set) on the southeasterly corner of land now or formerly of the Hart heirs; thence South  $75^{\circ} 49'$  West by said land of the Hart heirs, One Hundred Forty-seven and Sixty-five Hundredths (147.65) feet to the southerly corner of said land of the Hart heirs (marked by an iron set); thence North  $41^{\circ} 27'$  West, Seventy-two (72) feet to a southwesterly corner of the land of the Hart heirs (marked by an iron set); thence North  $15^{\circ} 32'$  West, One Hundred Forty-one (141) feet to the northwesterly corner of the land of the Hart heirs on the southerly side of Depot Street (marked by a monument set); thence South  $73^{\circ} 29'$  West, Thirty-five and Eighty-three Hundredths (35.83) feet along the southerly side of Depot Street to a point (marked by an iron set); thence North  $89^{\circ} 7'$  West, Two Hundred Eighty-one and Eighty-one Hundredths (281.81) feet to the northeasterly corner of land now or formerly owned by Dorothy Chaplin (marked by a monument set); thence South  $15^{\circ} 46\frac{1}{2}'$  West, Fifty-nine and Ninety-seven Hundredths (59.97) feet to the southeasterly corner of said Chaplin land (marked by a monument set); thence North  $83^{\circ} 2'$  West, Fifty-five and Sixty-five Hundredths (55.65) feet to a southerly corner of said Chaplin land (marked by an iron set); thence North  $80^{\circ} 55'$  West, Eighteen and Ninety Hundredths (18.90) feet to the southwesterly corner of said Chaplin land (marked by an iron set); thence North  $15^{\circ} 46\frac{1}{2}'$  East, Fifty-seven and Seventy-five Hundredths (57.75) feet to the northwesterly corner of said Chaplin land on the southerly side line of Depot Street (marked by a monument set); thence North  $80^{\circ} 55'$  West, Eighty-nine and Fifty Hundredths (89.50) feet to the northeasterly corner of land now or formerly of Robert P. Miele (marked by an iron set); thence South  $15^{\circ} 46\frac{1}{2}'$  West, Fifty-seven and Seventy-five Hundredths (57.75) feet to the southeasterly corner of said Miele land (marked by an iron set); thence North  $80^{\circ} 55'$  West, Ninety-nine and Fifty Hundredths (99.50) feet to the southwesterly corner of said land of Robert P. Miele on the easterly side line of Main Street; thence South  $13^{\circ} 56\frac{1}{2}'$  West, One Hundred Seventy-five (175) feet to the point of beginning; together with all the Grantor's right, title and interest in and to the land extending to the Central Line of all streets or roads adjoining said premises.

Also conveyed herewith is right to have the office balcony which is now next to the face of the southerly wall of, the main factory building project over the

land formerly owned by Atlantic Mills, Inc. and now or formerly owned by Lawrence J. Keddy.

Also conveyed herewith and appurtenant to the above-described premises is a right of way for vehicles and pedestrians, Thirty (30) feet in width over the land formerly owned by Atlantic Mills, Inc. and now or formerly owned by Lawrence J. Keddy, extending easterly from the easterly side of Main Street (Route #202) at the point of beginning of the above-described premises to a doorway located in the westerly foundation of the main factory building.

This conveyance is made SUBJECT to Maine Central Railroad side track agreements.

This conveyance is also made SUBJECT to a right of way conveyed by Cumberland Securities Corporation to Central Maine Power Company by deed dated October 6, 1944, and recorded in the Cumberland County Registry of Deeds in Book 1759, Page 348, and also SUBJECT to electrical distribution line rights of way as they may pertain to the above-described premises reserved in the Deed of Cumberland Securities Corporation to Windham Fibres, Inc., dated July 25, 1945, and recorded in the Cumberland County Registry of Deeds in Book 1787, Page 353.

Being the same premises conveyed to the Grantor herein by deed of ITT Grinnell Corporation, dated August 21, 1973, and recorded in the Cumberland County Registry of Deeds in Book 3450, Page 31.

This conveyance is made SUBJECT to real estate taxes for 1974, which the Grantee herein assumes and agrees to pay.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to him, the said LAWRENCE J. KEDDY, his heirs and assigns forever.

AND the said Grantor Corporation does covenant with the said LAWRENCE J. KEDDY, his heirs and assigns, that it will WARRANT and forever DEFEND the premises to him, the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

IN WITNESS WHEREOF, the said PARK CORPORATION has caused this instrument to be sealed with its corporate seal and signed

144

in its corporate name by RAYMOND P. PARK , its  
PRESIDENT , thereunto duly authorized, this  
9th day of MAY , in the year of our Lord, one  
thousand nine hundred seventy-four.

Signed, Sealed and Delivered  
in Presence of

*[Signature]*

PARK CORPORATION  
By *[Signature]*  
Its PRESIDENT  
(corporate seal)

STATE OF MAINE )  
COUNTY OF CUMBERLAND ) ss.

MAY 9, 1974.

Personally appeared the above-named RAYMOND P. PARK  
PRESIDENT of said Grantor  
Corporation, as aforesaid, and acknowledged the foregoing instru-  
ment to be his free act and deed and the free act and deed of said  
Corporation.

Before me,

*[Signature]*  
Justice of the Peace/Notary Public

MAY 16 1974

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE  
Received at 4 B 13 P.M. and recorded in  
BOOK 3545 PAGE 141

*[Signature]*

Register

VIL\_RESP00490

20412

KNOW ALL MEN BY THESE PRESENTS,

THAT ITT GRINNELL CORPORATION, formerly known as GRINNELL CORPORATION, a corporation organized and existing under the laws of the State of Delaware and located at Providence in the County of Providence and State of Rhode Island, in consideration of One Dollar (\$1.00) and other valuable considerations paid by PARK CORPORATION, a corporation organized and existing under the laws of the State of Nevada and located at 3100 MacCorkle Avenue SW., So. Charleston in the County of Kanawha and State of West Virginia, the receipt whereof it does hereby acknowledge, does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the said PARK CORPORATION, its successors and assigns forever, a certain lot or parcel of land with the buildings thereon, situated in the Town of Windham, County of Cumberland and State of Maine bounded and described as follows:

Beginning at a point (marked by a monument set) on the easterly side line of Main Street (Route #202), which point is located One Hundred Seventy-five (175) feet southerly along said easterly side line of Main Street from the southwesterly corner of land now or formerly owned by Robert P. Miele, et al; thence South  $77^{\circ} 33'$  East Three Hundred Fifty-five and Eighty-three Hundredths (355.83) feet on a course which intersects the face of the westerly foundation of the main factory building situated on the land herein conveyed at a right angle thereto at a point (marked by a drill hole set); thence South  $12^{\circ} 27'$  West along the said face of the westerly foundation Fifty-eight and Seventy-four Hundredths (58.74) feet to a corner of said foundation; thence South  $77^{\circ} 50'$  East by the face of the southerly foundation of said building a distance of Three Hundred (300) feet to a point (marked by an iron set); thence South  $1^{\circ} 59-1/2'$  West Three Hundred (300) feet to a point (marked by a monument set) which is located One Hundred Fifty (150) feet westerly of land now or formerly of the Maine Central Railroad, said distance being measured at a right angle to the westerly boundary of said Railroad land; thence South  $79^{\circ} 49-1/2'$  East One Hundred Fifty (150) feet to a point on said westerly Railroad boundary (marked by an iron set); thence North  $10^{\circ} 10-1/2'$  East by said Railroad land a distance of Four Hundred Seventy-one and Thirty-six Hundredths (471.36) feet to a point; thence northerly along said Railroad boundary along an arc having a radius of One Thousand Eight Hundred Eighty-one and Eighty-six Hundredths (1881.86) feet One Hundred and Ninety-seven Hundredths (100.97) feet to a point (marked by an iron set) on the southeasterly corner of

land now or formerly of the Hart heirs; thence South 75° 49' West by said land of the Hart heirs One Hundred Forty-seven and Sixty-five Hundredths (147.65) feet to the southerly corner of said land of the Hart heirs (marked by an iron set); thence North 41° 27' West Seventy-two (72) feet to a southwesterly corner of the land of the Hart heirs (marked by an iron set); thence North 15° 32' West One Hundred Forty-one (141) feet to the northwesterly corner of the land of the Hart heirs on the southerly side of Depot Street (marked by a monument set); thence South 73° 29' West Thirty-five and Eighty-three Hundredths (35.83) feet along the southerly side of Depot Street to a point (marked by an iron set); thence North 89° 7' West Two Hundred Eighty-one and Eighty-one Hundredths (281.81) feet to the northeasterly corner of land now or formerly owned by Dorothy Chaplin (marked by a monument set); thence South 15° 46-1/2' West Fifty-nine and Ninety-seven Hundredths (59.97) feet to the southeasterly corner of said Chaplin land (marked by a monument set); thence North 83° 2' West Fifty-five and Sixty-five Hundredths (55.65) feet to a southerly corner of said Chaplin land (marked by an iron set); thence North 80° 55' West Eighteen and Ninety Hundredths (18.90) feet to the southwesterly corner of said Chaplin land (marked by an iron set); thence North 15° 46-1/2' East Fifty-seven and Seventy-five Hundredths (57.75) feet to the northwesterly corner of said Chaplin land on the southerly side line of Depot Street (marked by a monument set); thence North 80° 55' West Eighty-nine and Fifty Hundredths (89.50) feet to the northeasterly corner of land now or formerly of Robert P. Miele (marked by an iron set); thence South 15° 46-1/2' West Fifty-seven and Seventy-five Hundredths (57.75) feet to the southeasterly corner of said Miele land (marked by an iron set); thence North 80° 55' West Ninety-nine and Fifty Hundredths (99.50) feet to the southwesterly corner of said land of Robert P. Miele on the easterly side line of Main Street; thence South 13° 56-1/2' West One Hundred Seventy-five (175) feet to the point of beginning; together with all the Grantor's right, title, and interest in and to the land extending to the Central Line of all streets or roads adjoining said premises.

The above described premises are those conveyed to the Grantor herein under its former name "Grinnell Corporation" by Keddy Manufacturing Co. by deed dated October 17, 1969 and recorded in Cumberland County Registry of Deeds in Book 3110, Page 603, and are shown on "PLAN OF LAND IN SOUTH WINDHAM, MAINE" by Owen Haskell, Inc., of South Portland, Maine, dated July 14, 1969, which plan is attached to said deed to the Grantor herein and recorded at pages 607-614 of said Book 3110.

Also conveyed herewith is right to have the office balcony which is now next to the face of the southerly wall of the main factory building project over the

land formerly owned by Atlantic Mills, Inc. and now or formerly owned by Lawrence J. Keddy.

Also conveyed herewith and appurtenant to the above described premises is a right-of-way for vehicles and pedestrians Thirty (30) feet in width over the land formerly owned by Atlantic Mills, Inc. and now or formerly owned by Lawrence J. Keddy extending easterly from the easterly side of Main Street (Route #202) at the point of beginning of the above described premises to a doorway located in the westerly foundation of the main factory building.

This conveyance is made subject to Maine Central Railroad side track agreements.

This conveyance is also made subject to a right-of-way conveyed by Cumberland Securities Corporation to Central Maine Power Company by deed dated October 6, 1944, recorded in the Cumberland County Registry of Deeds, Book 1759, Page 348 and also subject to electrical distribution line rights-of-way as they may pertain to the above described premises reserved in the Deed of Cumberland Securities Corporation to Windham Fibres, Inc. dated July 25, 1945 recorded in said Registry of Deeds Book 1787, Page 353.

The above described premises are the premises conveyed by Atlantic Mills, Inc. to Keddy Manufacturing Co. by deed dated June 6, 1961, recorded in said Registry of Deeds Book 2611, Page 192.

This conveyance is made subject to real estate taxes for 1973 which the Grantee herein assumes and agrees to pay.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said PARK CORPORATION, its successors and assigns, to its and their use and behoof forever.

AND the said Grantor Corporation does hereby COVENANT with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all encumbrances, that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors, shall and will WARRANT AND DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

IN WITNESS WHEREOF, the said ITT GRINNELL CORPORATION

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by David D. McKenney its Vice President thereunto duly authorized, this 21st day of August in the year one thousand nine hundred and seventy-three.

Signed, Sealed and Delivered  
in presence of

*Edward French*

ITT GRINNELL CORPORATION

By *David D. McKenney*  
its

(Corporate Seal)

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE, ss.

August, 21, 1973

Then personally appeared the above named David D. McKenney of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

*Barbara J. Birtwell*  
Notary Public

(Notarial Seal)

BARBARA J. BIRTWELL  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 30, 1974

AUG 28 1973  
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE  
Received at 11:43 AM, and recorded in  
BOOK 3450 PAGE 31 *W. C. H. H. H.* Registrar

## DEED

KNOW ALL MEN BY THESE PRESENTS that KEDDY MANUFACTURING CO., a Delaware corporation having a place of business in Windham, Cumberland County, in the State of Maine, for consideration of One Dollar (\$1.00) and other valuable considerations paid by GRINNELL CORPORATION, a Delaware corporation duly qualified to do business in the State of Maine, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the said GRINNELL CORPORATION, its successors, and assigns forever a certain lot or parcel of land with the buildings thereon, situated in the Town of Windham, County of Cumberland, and State of Maine bounded and described as follows:

Beginning at a point (marked by a monument set) on the easterly side line of Main Street (Route # 202), which point is located One Hundred Seventy-Five (175) feet southerly along said easterly side line of Main Street from the southwesterly corner of land now or formerly of Robert P. Miele, et al; thence South Seventy-Seven (77°) degrees Thirty-Three (33') minutes East Three Hundred Fifty-Five and Eighty-Three Hundredths (355.83) feet on a course which intersects the face of the westerly foundation of the main factory building situated on the land herein conveyed at a right angle thereto at a point (marked by a drill hole set); thence southerly along the said face of the westerly foundation Fifty-Eight and Seventy-Four Hundredths (58.74) feet to a corner of said foundation; thence easterly by the face of the southerly foundation of said building a distance of Three Hundred (300) feet to a point (marked by an iron set); thence South One (1°) degree Fifty-Five and One-Half (55½') minutes West Three



Hundred (300) feet to a point (marked by a monument set) which is located One Hundred Fifty (150) feet westerly of land now or formerly of the Maine Central Railroad, said distance being measured at a right angle to the westerly boundary of said Railroad land; thence South Seventy-Nine (79°) degrees Forty-Nine and One-Half (49½') minutes East One Hundred Fifty (150) feet to a point on said westerly Railroad boundary (marked by an iron set); thence North Ten (10°) degrees Ten and One-Half (10½') minutes East by said Railroad land a distance of Four Hundred Seventy-One and Thirty-Six Hundredths (471.36) feet to a point; thence northerly along said Railroad boundary along an arc having a radius of One Thousand Eight Hundred Eighty-One and Eighty-Six Hundredths (1881.86) feet One Hundred and Ninety-Seven Hundredths (100.97) feet to a point (marked by an iron set) on the southeasterly corner of land now or formerly of the Hart heirs; thence South Seventy-Five (75°) degrees Forty-Nine (49') minutes West by said land of the Hart heirs One Hundred Forty-Seven and Sixty-Five Hundredths (147.65) feet to the southerly corner of said land of the Hart heirs (marked by an iron set); thence North Forty-One (41°) degrees Twenty-Seven (27') minutes West Seventy-Two (72) feet to a southwesterly corner of the land of the Hart heirs (marked by an iron set); thence North Fifteen (15°) degrees Thirty-Two (32') minutes West One Hundred Forty-One (141) feet to the northwesterly corner of the land of the Hart heirs on the southerly side of Depot Street (marked by a monument set); thence South Seventy-Three (73°) degrees Twenty-Nine (29') minutes West Thirty-Five and Eighty-Three Hundredths (35.83) feet along the southerly side of Depot Street to a point (marked by an iron set); thence North Eighty-Nine (89°) degrees Seven (07') minutes West Two Hundred Eighty-One and Eighty-One Hundredths (281.81) feet to the northeasterly corner of land now or formerly owned by Dorothy Chaplin (marked by a monument set); thence South Fifteen (15°) degrees Forty-Six and One-Half (46½') minutes West

805

Fifty-Nine and Ninety-Seven Hundredths (59.97) feet to the southeasterly corner of said Chaplin land (marked by a monument set); thence North Eighty-Three (83°) degrees Two (02') minutes West Fifty-Five and Sixty-Five Hundredths (55.65) feet to the southwesterly corner of said Chaplin land (marked by an iron set); thence North Fifteen (15°) degrees Forty-Six and One-Half (46½') minutes East Fifty-Seven and Seventy-Five Hundredths (57.75) feet to the northwesterly corner of the Chaplin land on the southerly side line of Depot Street (marked by a monument set); thence North Eighty (80°) degrees Fifty-Five (55') minutes West Eighty-Nine and Fifty Hundredths (89.50) feet to the northeasterly corner of land now or formerly of Robert P. Miele (marked by an iron set); thence South Fifteen (15°) degrees Forty-Six and One-Half (46½') minutes West Fifty-Seven and Seventy-Five Hundredths (57.75) feet to the southeasterly corner of said Miele land (marked by an iron set); thence North Eighty (80°) degrees Fifty-Five (55') minutes West Ninety-Nine and Fifty Hundredths (99.50) feet to the southwesterly corner of the land of Robert P. Miele on the easterly side line of Main Street; thence South Thirteen (13°) degrees Fifteen and One-Half (15½') minutes West One Hundred Seventy-Five (175) feet to the point of beginning; together with all the Grantor's right, title, and interest in and to the land extending to the Central Line of all streets or roads adjoining said premises.

The above described premises are those shown in Exhibit A attached hereto and forming part of this deed, Exhibit A being entitled "PLAN OF LAND IN SOUTH WINDHAM, MAINE" by Owen Haskell, Inc., of South Portland, Maine, dated July 14, 1969.

Also conveyed herewith is right to have the office balcony which is now next to the face of the southerly wall of the main factory building project over the land formerly owned by Atlantic Mills, Inc. and now or formerly owned by Lawrence J. Keddy.

Also conveyed herewith and appurtenant to the above described premises is a right-of-way for vehicles and pedestrians Thirty (30) feet in width over the land formerly owned by Atlantic Mills, Inc. and now or formerly owned by Lawrence J. Keddy extending easterly from the easterly side of Main Street (Route # 202) at the point of beginning of the above described premises to a doorway located in the westerly foundation of the main factory building.

This conveyance is made subject to Maine Central Railroad side track agreements.

This conveyance is also made subject to a right-of-way conveyed by Cumberland Securities Corporation to Central Maine Power Company by deed dated October 6, 1944, recorded in the Cumberland County Registry of Deeds, Book 1759, Page 348 and also subject to electrical distribution line rights-of-way as they may pertain to the above described premises reserved in the Deed of Cumberland Securities Corporation to Windham Fibres, Inc. dated July 25, 1945 recorded in said Registry of Deeds Book 1787, Page 353.

The above described premises are the premises conveyed by Atlantic Mills, Inc. to Keddy Manufacturing Co. by Deed dated June 6, 1961, recorded in said Registry of Deeds Book 2611, Page 192.

This conveyance is made subject to real estate taxes for 1969 which the Grantee herein assumes and agrees to pay.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said GRINNELL CORPORATION, its successors and assigns, to its and their use and behoof forever.

This deed is a grant from a wholly owned subsidiary to its parent corporation without other than nominal consideration.

IN WITNESS WHEREOF, said KEDDY MANUFACTURING CO. has caused this instrument to be executed and its corporate seal to be hereunto affixed by its President, thereunto duly authorized, this *17th* day of October, 1969.

KEDDY MANUFACTURING CO.

*Clarence H. Rison*  
-4- BY                      President

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE, SC.

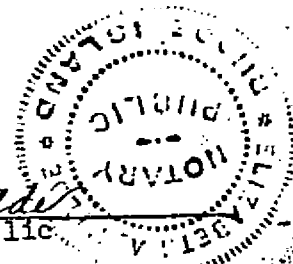
October *17*, 1969

Then personally appeared the above-named Clarence H. Rison and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

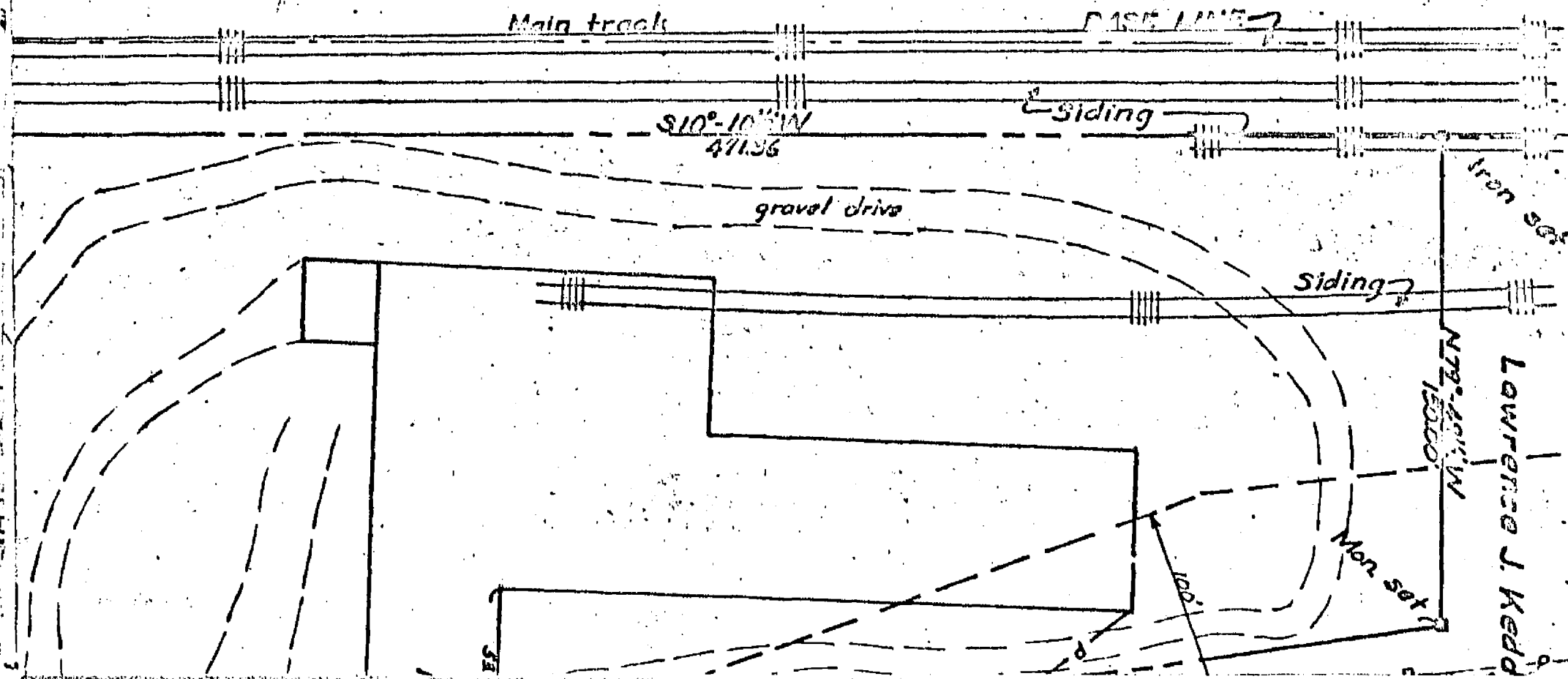
BEFORE ME,

*Elizabeth A. Wilder*  
Notary Public

My commission expires June 30, 1971

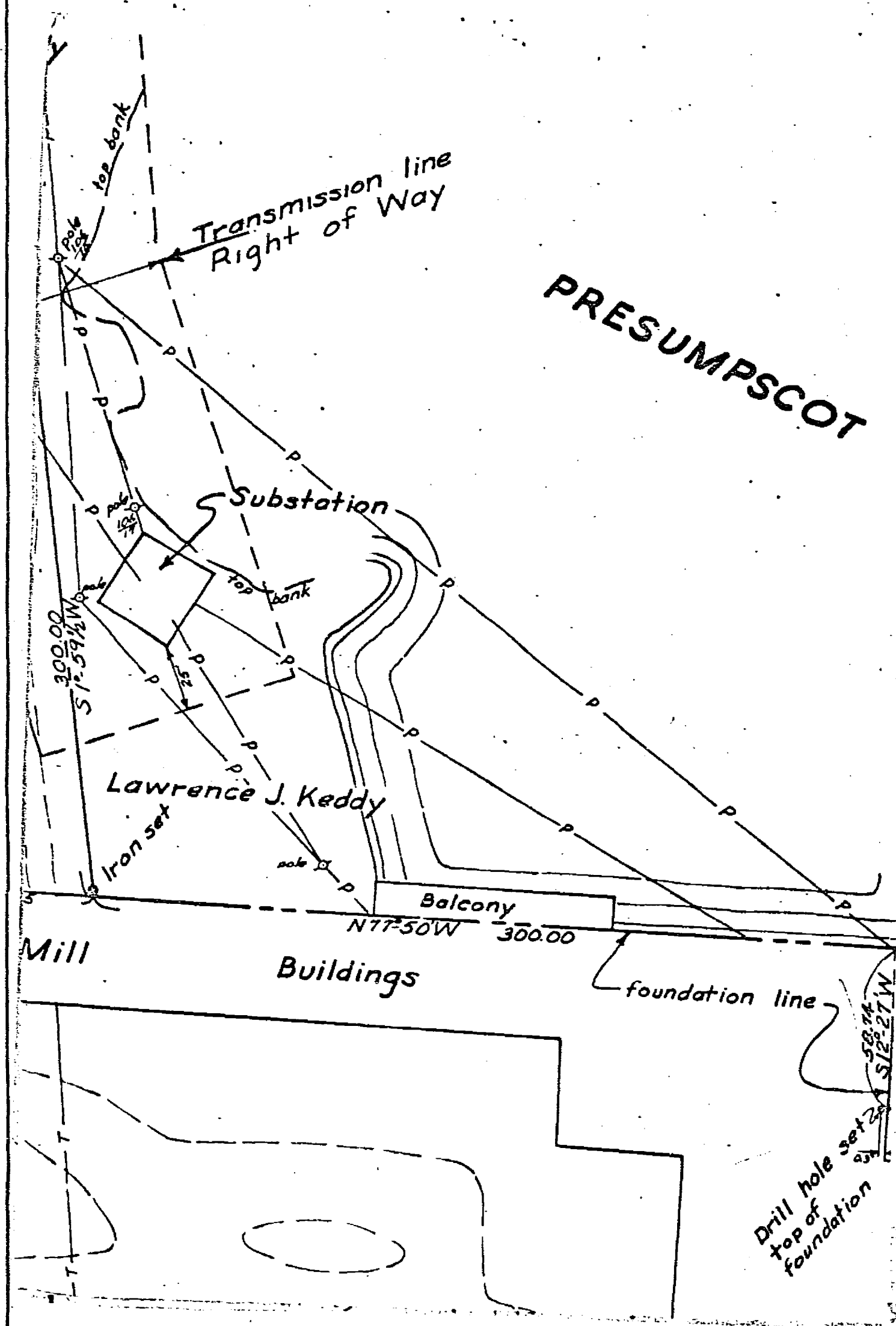


# MAINE CENTRAL RAILROAD



607 - 209

608



609

RIVER

Magnetic

1969

Hydro  
Power plant

loading  
platform

Lawrence J. Keddy

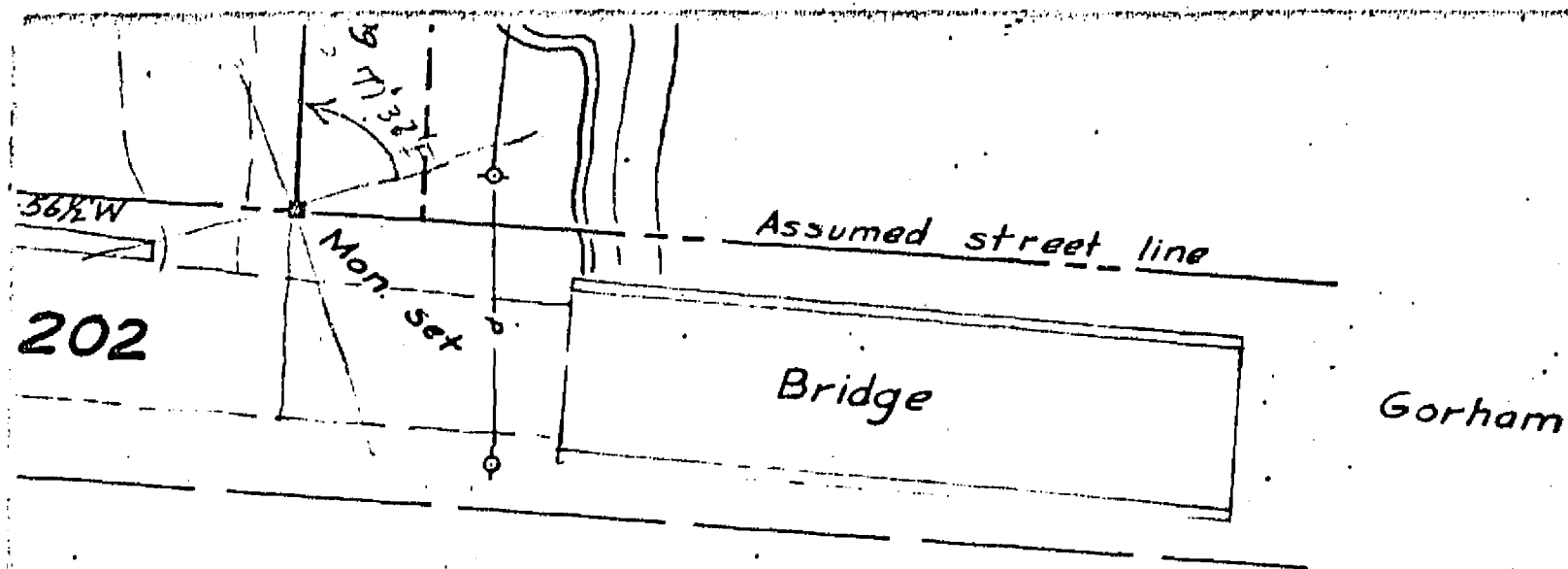
30' Right of way

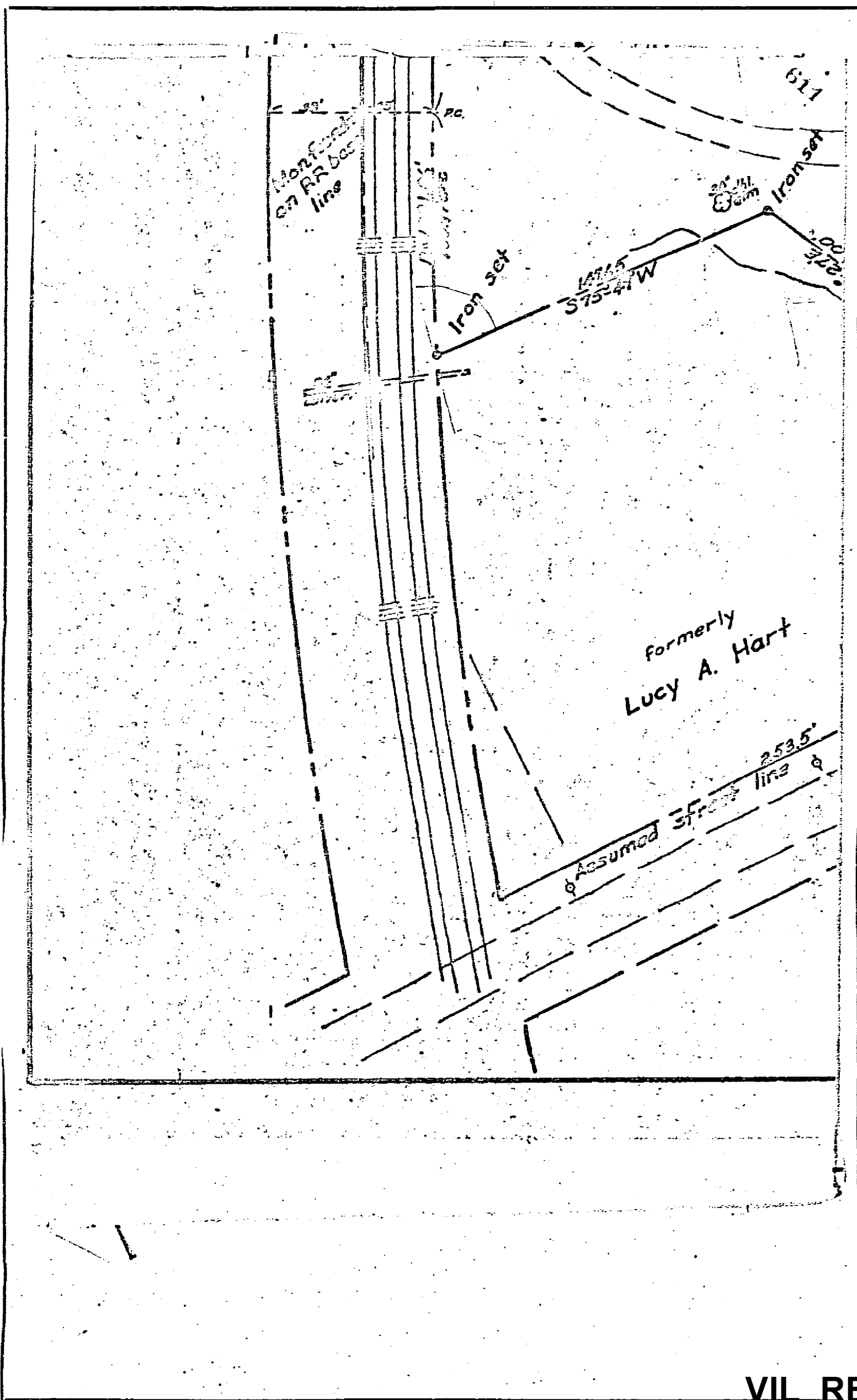
for Keddy Manufacturing

N 77° 33' W  
355.83

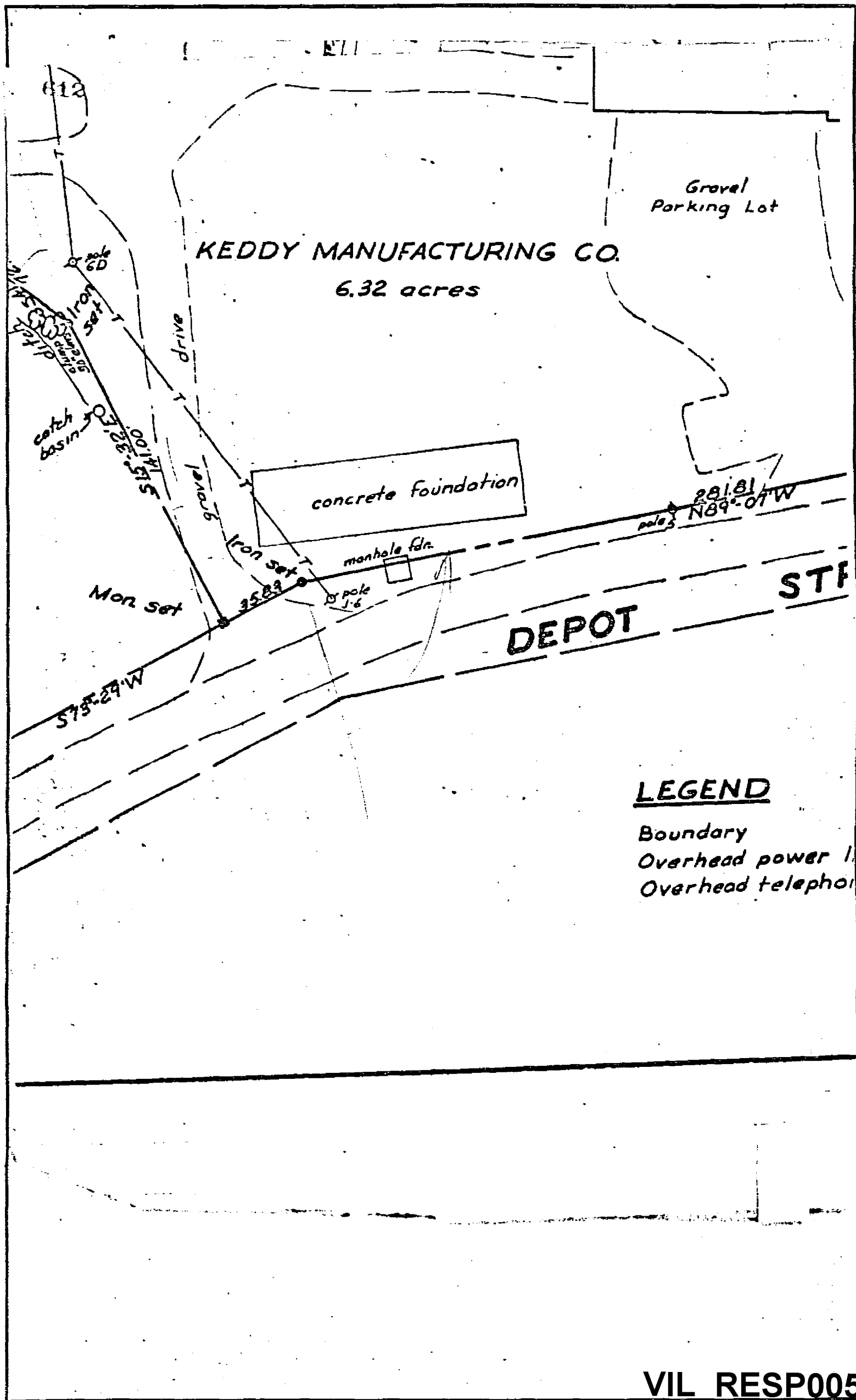
gravel drive

chimney







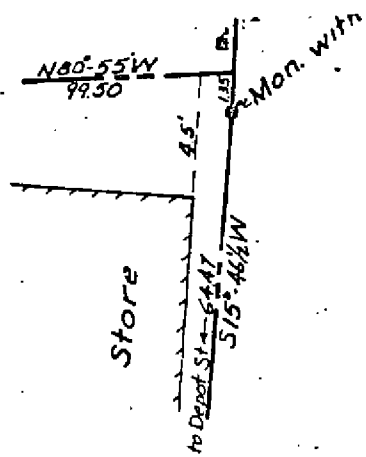


VIL RESP00504



WINDHAM ST  
to Depot St - 644' 51.5' 44W

ROUTE



Detail 'A'  
Scale 1" = 4'



PLAN OF LAND in SOUTH WINDHAM, MAINE for <b>GRINNELL COMPANY INC</b>		
Owen Haskell, Inc. Civil Engineers      Land Surveyors South Portland, Maine		
Drawn By SSS	Date July 14, 1969	Job No 6931 Wi
Trace By OH	Scale 1" = 40'	Drawn No
Check By OH		
Bk No 45/2		

CUMBERLAND, ss. STATE OF MAINE  
Received at 9 H - M on NOV 28 1969 and recorded in  
Book 3170 Page 603  
Attest [Signature] Register

Atlantic  
Mills  
Inc

to

Keddy  
Mfg  
Co

War

See  
Book 3459  
Page 305

KNOW ALL MEN BY THESE PRESENTS that ATLANTIC MILLS, INC.  
a Corporation organized and existing under the laws of the  
Commonwealth of Massachusetts and having a place of business  
at Windham in the County of Cumberland and State of Maine, in  
consideration of One Dollar (\$1.00) and other valuable con-  
siderations paid by KEDDY MANUFACTURING CO., a Corporation  
organized and existing under the laws of the State of Delaware,  
the receipt whereof it does hereby acknowledge, does hereby  
GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the said KEDDY  
MANUFACTURING CO., its successors and assigns forever a certain  
lot or parcel of land with the buildings thereon, situated in  
the Town of Windham, County of Cumberland and State of Maine,  
bounded and described as follows:

Beginning at a point on the easterly side line of Main  
Street, which point is located one hundred seventy-five  
(175) feet southerly along said easterly side line of  
Main Street from the southwesterly corner of land now  
or formerly of Robert Miele, et al; thence easterly three  
hundred seventy (370) feet, more or less on a course which  
intersects the face of the westerly foundation of the main  
factory building situated on the land herein conveyed  
at a right angle thereto; thence southerly along the said  
face of the westerly foundation thirty (30) feet, more or  
less, to a corner of said foundation; thence easterly by  
the face of the southerly foundation of said building a  
distance of three hundred (300) feet to a point; thence  
southeasterly three hundred (300) feet to a point which is  
located one hundred fifty (150) feet westerly of land now  
or formerly of the Maine Central Railroad, said distance  
being measured at a right angle to said railroad land;  
thence easterly one hundred fifty (150) feet to said  
railroad land; thence northerly by said railroad land a  
distance of six hundred (600) feet, more or less, to land  
now or formerly of the Hart heirs; thence South 72° 51'  
West by said land of the Hart heirs one hundred thirty-  
five (135) feet, more or less, to a corner thereof;  
thence North 44° 25' West by land of the said Hart heirs  
seventy-two (72) feet, more or less to a cement monument;  
thence North 18° 30' West by land of the said Hart heirs  
one hundred forty-one (141) feet, more or less to the  
southerly side line of Depot Street; thence westerly by  
the southerly side line of Depot Street to land now or  
formerly of Charles W. Bailey; thence southerly by land  
of the said Bailey to the southeasterly corner thereof;  
thence westerly by said land of Bailey seventy-four (74)  
feet to the southwesterly corner thereof; thence northerly  
by said land of Bailey to the southerly side line of Depot  
Street; thence by the southerly side line of Depot Street  
ninety (90) feet, more or less, to land now or formerly of  
Robert Miele, et al; thence southerly by said Miele land

fifty-eight (58) feet to the southeasterly corner thereof; thence North 83° 53' West by said land of Miele to the easterly side line of Main Street, aforesaid; thence southerly by the easterly side line of Main Street one hundred seventy-five (175) feet to the point of beginning; together with all the Grantor's right, title and interest in and to the land extending to the center line of all streets or roads adjoining said premises. Also including the right to have the office balcony, which is now annexed to the face of the southerly wall of said main factory building, project over the remaining land of the Grantor.

Also conveyed herewith and appurtenant to the above described premises is a right of way for vehicles and pedestrians thirty (30) feet in width over the remaining land of the Grantor extending easterly from the easterly side line of Main Street at the point of beginning of the above described premises to a doorway located in the westerly foundation of the main factory building.

This conveyance is made subject to Maine Central Railroad side track agreements.

This conveyance is also made subject to a right of way conveyed by Cumberland Securities Corporation to Central Maine Power Company by deed dated October 6, 1944, recorded in the Cumberland County Registry of Deeds, Book 1759, Page 348 and also subject to electricial distribution line rights of way as they may pertain to the above described premises reserved in the deed of Cumberland Securities Corporation to Windham Fibres, Inc. dated July 25, 1945, recorded in said Registry of Deeds, Book 1787, Page 353.

The above described premises are a portion of the premises conveyed by Irving Fox, et al, to Atlantic Mills, Inc. by deed dated August 19, 1954, recorded in said Registry of Deeds, Book 2192, Page 14.

This conveyance is made subject to real estate taxes for 1961 which the Grantee herein assumes and agrees to pay.


TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said KEDDY MANUFACTURING CO., its successors and assigns, to its and their use and behoof forever.

AND the said Grantor Corporation does hereby COVENANT with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all encumbrances, except as aforesaid, that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors, shall and will WARRANT AND DEFEND the same to the said Grantee, its successors and

assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

IN WITNESS WHEREOF, the said Atlantic Mills, Inc. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Lawrence J. Keddy, its ~~president and treasurer~~, thereunto duly authorized, this 6<sup>th</sup> day of June in the year one thousand nine hundred and sixty-one.


SIGNED, SEALED AND DELIVERED IN PRESENCE OF ATLANTIC MILLS, INC.

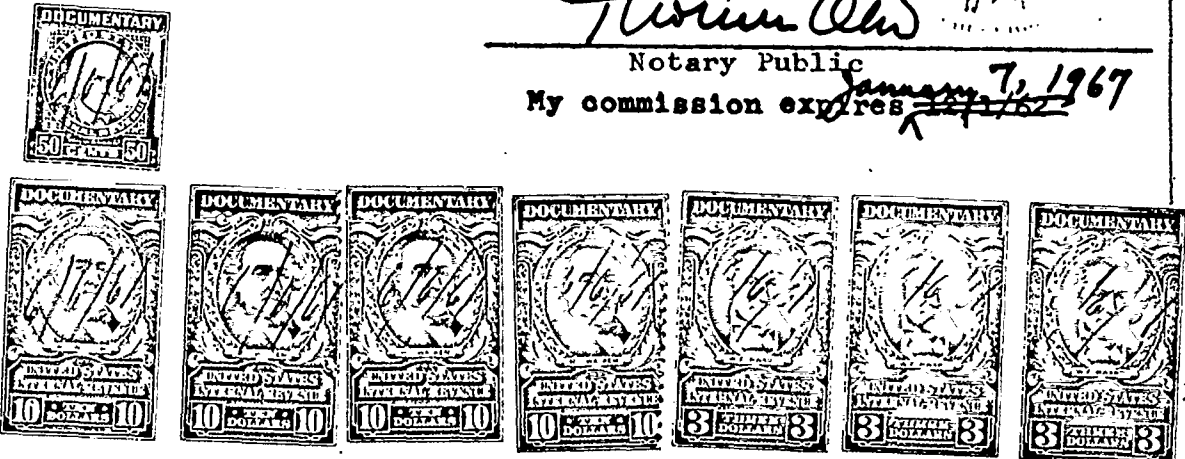
James M. Kennedy  
By Lawrence J. Keddy  
Its ~~President and Treasurer~~  


STATE OF Massachusetts )  
COUNTY OF Suffolk : ss. June 6, 1961

Then personally appeared the above named Lawrence J. Keddy President and Treasurer of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Thomas O. O'Neil  
Notary Public  
My commission expires January 7, 1967  




JUN 20 1961  
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE  
Received at 3 H 16 M P. M, and recorded in  
BOOK 2611 PAGE 192 Lowell P. T. Jr. Register

Fox  
&

to

Atlantic  
Mills,  
Inc.

Q C

## Know all Men by these Presents,

That we, IRVING FOX and LENORE FOX, his wife, of 61 Broadway,  
New York City 6, New York,

in consideration of the sum of TEN (\$10.00) DOLLARS and other  
valuable consideration

paid by ATLANTIC MILLS, INC., a Massachusetts corporation, with  
principal offices located at 23 Central Avenue, Lynn, Massachusetts,

the receipt whereof we do hereby acknowledge, do hereby ~~release~~  
~~release, bargain, sell and convey~~ and forever quit-claim unto the said

ATLANTIC MILLS, INC., its successors ~~release~~ and Assigns forever,

A certain lot or parcel of land, with the buildings thereon,  
located in the Town of Windham, at Little Falls, so-called, in the  
County of Cumberland and State of Maine, bounded and described as  
follows, viz:

Beginning in said Town of Windham at a point on the easterly  
side of the Old Gray Road, so-called, being the main street in the  
village of South Windham, four and one-half ( $4\frac{1}{2}$ ) feet southerly from  
the southwesterly corner of the old tavern, so-called, situated at  
the southeasterly corner of Depot Street and said Old Gray Road;  
thence running South  $83^{\circ} 53'$  East to the southwesterly corner of land  
formerly of William Bickford and now or formerly of Cumberland  
Securities Corporation, at an iron pipe set in the ground; thence  
northerly three and one-half ( $3\frac{1}{2}$ ) rods, more or less, to the southerly  
side of Depot Street; thence easterly along said Depot Street eighty-  
nine and one-half ( $89\frac{1}{2}$ ) feet, more or less, to an iron pin set in the  
ground at land now or formerly of Charles W. Bailey; thence southerly  
by said Bailey land to the southwesterly corner thereof at an iron  
pin in the ground; thence easterly by said Bailey land seventy-four  
(74) feet, more or less, to the southeasterly corner thereof at an  
iron pin set in the ground; thence northerly by said Bailey land to  
the southerly side of Depot Street at an iron pin set in the ground;  
thence easterly along the southerly side of said Depot Street to the  
northwesterly corner of land now or formerly of the Hart heirs; thence  
South  $18^{\circ} 30'$  East by the westerly side of said Hart heirs' land one  
hundred forty-one (141) feet to a concrete monument; thence South  
 $44^{\circ} 25'$  East by said Hart heirs' land seventy-two (72) feet to an  
iron pin; thence North  $72^{\circ} 51'$  East and on line of a fence eight (8)  
rods, ten (10) links, more or less, to the westerly line of land of  
the Maine Central Railroad Company; thence southerly along said  
westerly line of said Maine Central Railroad Company land seven  
hundred (700) feet; thence westerly at right angles to the last  
mentioned course two hundred thirty (230) feet, more or less, to an  
iron pipe set in the ground one (1) rod easterly from the top of the  
bank of the Presumpscot River; thence northerly on a line parallel  
with the top of said bank and one (1) rod easterly therefrom, a  
distance of four hundred sixty (460) feet more or less, to an iron  
pipe set three (3) feet southerly from the southerly face of a  
concrete building known as the Machine Room Building; thence North  
 $77^{\circ} 23'$  West parallel with and three (3) feet distant southerly from  
the face of said Machine Room Building two hundred thirty-one (231)  
feet, more or less, to the base of the southerly foundation wall of  
the Main Building, so-called, at the easterly side of the Wheel  
House, so-called; thence southerly, easterly, southerly, westerly and  
northerly along the face of the foundation of the Wheel House, so-  
called, to the southerly face of the foundation of the Main Building,  
at a point where the westerly foundation of said Wheel House inter-  
sects the same; thence westerly along the southerly face of the  
foundation of said Main Building and the extension thereof to a  
corner of said foundation; thence northerly along the base of the

westerly end of said foundation wall eight (8) feet, more or less, to a point where said base intersects the projection easterly of the southerly faces at the bases thereof, of the two concrete piers which support the southerly side of said Extension; thence westerly along said projected line forty-three (43) feet, more or less, to the southwesterly corner of the base of the concrete pier which supports the southwesterly corner of said Extension; thence northerly and at right angles to the last mentioned course, a distance of nineteen (19) feet, more or less, to a point at the intersection with a straight line projected easterly parallel with and three (3) feet southerly from the southerly side of Storehouse No. 3; thence westerly along said last mentioned projected line to the easterly side of the Old Gray Road; thence northerly along the easterly side of the Old Gray Road to the point of beginning.

Together with all the Grantors' right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises; also the right to have the balcony which is annexed to the southerly wall of the concrete building, so-called, as said balcony is now constructed and located, project over the land now or formerly of Cumberland Securities Corporation.

Excepting from this conveyance all land and interests in land excepted by Cumberland Securities Corporation in its deed to Windham Fibres, Inc., dated July 25, 1945 and recorded in Cumberland County Registry of Deeds, in Book 1787, Page 353.

This conveyance is made subject to all reservations, conditions and exceptions set forth and described in said deed from Cumberland Securities Corporation to Windham Fibres, Inc. recorded in said Registry of Deeds, Book 1787, Page 353 and also subject to all reservations, conditions and exceptions to which said deed from Cumberland Securities Corporation was made subject by its terms.

The above described premises are the same and are intended to be the same premises acquired by the Grantor from Fred Weiland, Joseph H. Hoodin, Albert J. Butchkes and Jerome K. Jelin by Deed dated December 10, 1953 and recorded in the Cumberland County Registry of Deeds.

Subject to a lease between the Grantor and Cumberland Manufacturing Corp. dated December 1, 1953, and all the terms, conditions and covenants therein contained.

**To have and to hold** the same, together with all the privileges and appurtenances thereunto belonging to the said ATLANTIC MILLS, INC., its successors

and ~~here~~ assigns forever.

**And** we do **covenant** with the said Grantee, its ~~heirs~~ successors / and assigns, that we will ~~Warrant and forever Defend~~ the premises to the said Grantee, its / ~~heirs~~ successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under us.

**In Witness Whereof**, the said IRVING FOX

and LENORE FOX

the wife of the said

IRVING FOX,

joining in this deed as Grantor, and relinquishing and conveying

VIL\_RESP00511



her right by descent and all other rights in the above  
described premises, have hereunto set our hands and seals this  
19<sup>73</sup> day of August, in the year of our Lord  
one thousand nine hundred and fifty-four.

Signed, Sealed and Delivered  
in presence of

Evelyn Grossman

Lenore Fox



NEW YORK  
State of ~~Massachusetts~~ } ss.  
COUNTY OF NEW YORK

August 19<sup>73</sup> 1954.

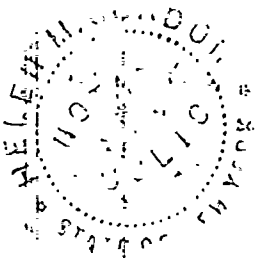
Personally appeared the aboved named IRVING FOX and  
LENORE FOX, his wife,  
and acknowledged the above instrument to be their free acts  
and deeds.

Before me,

Helen M. Gordon

XXXXXXXXXXXXXXXXXXXX  
NOTARY PUBLIC

HELEN M. GORDON  
Notary Public, State of New York  
No. 24-6598900  
Qualified in Kings County  
Commission Expires M. . . . 1956



STATE OF MAINE

CUMBERLAND. ss.  
Received at 10 H. 25 M. A. M on AUG 24 1954 and recorded in  
Book 2192 Page 14 ATTEST

Robert J. Crump Register

kind on said strip.

Excepting however the rights conveyed by the Grantor to the Grantee by deed dated December 8, 1948 and recorded in Cumberland County Registry of Deeds in Book 1937, Page 417.

\$0.55  
U.S.I.R.  
E N L  
6/1/54

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all privileges and appurtenances thereof to the said Central Maine Power Company, its successors and assigns to it and their use and behoof forever.

AND I do COVENANT with the said Grantee, its Successors and Assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as afore-said; and that I and my Heirs, shall and will WARRANT AND DEFEND the same to the said Grantee, its successors and Assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Elmer N. Leighton, the said grantor, being un-married have hereunto set my hand and seal this 1st day of June in the year of our Lord one thousand nine hundred and fifty-four.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF

Earle L. Mitchell		Elmer N. Leighton	Seal
State of Maine,	(		
	)	ss.	June 1st, 1954.
Cumberland	(		

Personally appeared the above named Elmer N. Leighton and acknowledged the above instrument to be his free act and deed.

Before me, Earle L. Mitchell Justice of the Peace  
Received June 4, 1954 at 11h -m A.M. and recorded according to the original.

Weiland  
&  
to  
Fox  
Deed

KNOW ALL MEN BY THESE PRESENTS, THAT FRED WEILAND and RUTH F. WEILAND, his wife, JOSEPH H. HOODIN and DOROTHY HOODIN, his wife, ALBERT J. BUTCHKES and MARY BUTCHKES, his wife, JEROME K. JELIN and MARION JELIN, his wife, all of the City of Cincinnati, State of Ohio, in consideration of One (\$1.00) Dollar and other good and valuable considerations (being less than \$100.00) paid by IRVING FOX of 61 Broadway, City and State of New York, the receipt whereof they do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said IRVING FOX, HIS heirs and assigns forever,

A certain lot or parcel of land with buildings thereon, located in the Town of Windham, at Little Falls, so called, in said County of Cumberland more particularly bounded and described as follows, viz.:

BEGINNING in said town of Windham at a point on the easterly side of the old Gray Road, so called, being the main street in the village of South Windham, four and one-half (4-1/2) feet southerly from the southwesterly corner of the old tavern, so called, situated at the southeasterly corner of Depot Street and said Old Gray Road; thence

running south  $83^{\circ} 53'$  east to the southwesterly corner of land, formerly of William Bickford and now or formerly of Cumberland Securities Corporation, at an iron pipe set in the ground; thence northerly three and one-half ( $3\frac{1}{2}$ ) rods, more or less, to the southerly side of Depot Street; thence easterly along said Depot Street eighty-nine and one-half ( $89\frac{1}{2}$ ) feet, more or less, to an iron pin set in the ground at land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof at an iron pin in the ground; thence easterly by said Bailey land seventy-four (74) feet, more or less, to the southeasterly corner thereof at an iron pin set in the ground; thence northerly by said Bailey land to the southerly side of Depot Street at an iron pin set in the ground; thence easterly along the southerly side of said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence south  $18^{\circ} 30'$  east by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a concrete monument; thence south  $44^{\circ} 25'$  east by said Hart heirs' land seventy-two (72) feet to an iron pin; thence north  $72^{\circ} 51'$  east and on line of a fence eight (8) rods ten (10) links, more or less, to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said Maine Central Railroad Company land seven hundred (700) feet; thence westerly at right angles to the last mentioned course two hundred thirty (230) feet, more or less, to an iron pipe set in the ground one rod easterly from the top of the bank of the Presumpscot River; thence northerly on a line parallel with the top of said bank and one rod easterly therefrom a distance of four hundred sixty (460) feet, more or less, to an iron pipe set three (3) feet southerly from the southerly face of a concrete building known as the Machine Room Building; thence north  $77^{\circ} 23'$  west parallel with and three (3) feet distant southerly from the face of said Machine Room Building two hundred thirty-one (231) feet, more or less, to the base of the southerly foundation wall of the main building, so called, at the easterly side of the Wheel House, so called; thence southerly, easterly, southerly, westerly and northerly along the face of the foundation of the Wheel House, so called, to the southerly face of the foundation of the Main Building, at a point where the westerly foundation of said Wheel House intersects the same; thence westerly along the southerly face of the foundation of said Main Building and the extension thereof to a corner of said foundation; thence northerly along the base of the westerly end of said foundation wall eight (8) feet, more or less, to a point where said base intersects the projection easterly of the southerly faces, at the bases thereof, of the two concrete piers which support the southerly side of said Extension; thence westerly along said projected line forty-three (43) feet, more or less, to the southwesterly corner of the base of the concrete pier which supports the southwesterly corner of said Extension; thence northerly and at right angles to the last mentioned course a distance of nineteen (19) feet, more or less, to a point at the intersection with a straight line projected easterly parallel with and three (3) feet southerly from the southerly side of Storehouse No. 3; thence westerly along said last mentioned projected

line to the easterly side of the Old Gray Road; thence northerly along the easterly side of the Old Gray Road to the point of beginning. TOGETHER with all the Grantor's right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises; also the right to have the balcony which is annexed to the southerly wall of the concrete building, so called, as said balcony is now constructed and located, projects over the land now or formerly of Cumberland Securities Corporation.

EXCEPTING from this conveyance all land and interests in land excepted by Cumberland Securities Corporation in its deed to Windham Fibres, Inc., dated July 25, 1945, and recorded in Cumberland County Registry of Deeds in Book 1787 Page 353.

This conveyance is made subject to all reservations, conditions and exceptions set forth and described in said deed from Cumberland Securities Corporation to Windham Fibres, Inc. recorded in said Registry in Book 1787 at page 353 and also subject to all reservations, conditions and exceptions to which said deed from Cumberland Securities Corporation was made subject by its terms; and also subject to a certain lease and option between the Grantor and Baker Refrigeration Corporation, dated September 28, 1949, recorded in said Registry, in Book 1971 page 353.

The above described premises are the same and are intended to be the same premises acquired by the Grantors from Maine Steel, Inc. by deed dated August 28, 1953 and recorded in said Registry of Deeds in Book 2146 Page 461.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Grantee, his heirs and assigns to his and their use and behoof forever.

IN WITNESS WHEREOF, the said FRED WEILAND, JOSEPH H. HOODIN, ALBERT J. BUTCHKES and JEROME K. JELIN and RUTH F. WEILAND, wife of the said Fred Weiland, DOROTHY HOODIN, wife of Joseph H. Hoodin, MARY BUTCHKES, wife of the said Albert J. Butchkas, MARION JELIN, wife of the said Jerome K. Jelin, who join in this deed as Grantors and relinquish and convey their right by descent and all other rights in the above described premises, have hereunto set their hands and seals this 28 day of December in the year of our Lord One Thousand Nine Hundred and Fifty-three (1953).

Signed, Sealed and Delivered

in the presence of

Clara Marzheuser

Elsie M. Bartels

Fred Weiland Seal  
Fred Weiland

Ruth F. Weiland Seal  
Ruth F. Weiland

Joseph H. Hoodin Seal  
Joseph H. Hoodin

Dorothy Hoodin Seal  
Dorothy Hoodin

Albert J. Butchkas Seal  
Albert J. Butchkas

Mary Butchkas Seal  
Mary Butchkas

Jerome K. Jelin Seal  
Jerome K. Jelin  
Marion Jelin Seal  
Marion Jelin

STATE OF OHIO :  
COUNTY OF HAMILTON : ss: - - - - -

Personally appeared the above named Fred Weiland and Ruth F. Weiland, his wife, Joseph H. Hoodin and Dorothy Hoodin, his wife, Albert J. Butchkes and Mary Butchkes, his wife, Jerome K. Jelin and Marion Jelin, his wife, and severally acknowledged the foregoing instrument to be their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this day and year above mentioned.

Clara Marzheuser  
Notary Public-Hamilton County, Ohio Notarial Seal of  
Hamilton County on NOTARIAL SEAL  
My commission expires Aug. 11, 1955

E Received June 4, 1954 at 11h -m A.M. and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS, THAT I, Harold Brooks of Quincy, in the County of Norfolk and Commonwealth of Massachusetts mortgagee owner of a certain mortgage given by F. A. Skinner Co. Inc. a corporation duly organized and existing under the laws of the State of Maine, having a principal place of business at Portland, in the County of Cumberland to Harold Brooks dated April 30, A.D. 1952, and recorded in Cumberland County Registry of Deeds, Book 2082, Page 169, do hereby acknowledge that I have received full payment and satisfaction of the same and of the debt thereby secured, and in consideration thereof I do hereby cancel and discharge said mortgage, and release unto the said F. A. Skinner Co. Inc., its successors or assigns forever the premises therein described.

Brooks  
to  
Skinner  
Co. Inc.  
Disch.

IN WITNESS WHEREOF, I the said Harold Brooks have hereunto set my hand and seal this third day of June in the year of our Lord one thousand nine hundred and fifty-four.

Signed, Sealed and Delivered  
in presence of

Helen R. Tannian Harold Brooks Seal

The Commonwealth of Massachusetts  
Norfolk ss.

June 3, 1954

Personally appeared the above named Harold Brooks and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Maurice Binley  
Notary Public

Notarial Seal

E Received June 4, 1954 at 12h 2m P.M. and recorded according to the original.

O

AND the said Cumberland Savings and Loan Association does covenant with the said H. V. Higley, as Administrator of Veterans' Affairs, and his successors in such office as such, and his or their assigns, that the real estate described in said mortgage, was, at the time of recording said mortgage, free of all encumbrances, and that said mortgage is a first lien upon said real estate, and that Cumberland Savings and Loan Association and its successors shall warrant and defend the title to said real estate to the said H. V. Higley, as Administrator of Veterans' Affairs, his successors in such office, as such, and his or their assigns forever, against the lawful claims and demands of all persons claiming the same or any part thereof, by, through, or under it.

IN WITNESS WHEREOF, the Cumberland Savings and Loan Association has caused these presents to be signed, and its corporate seal to be hereto affixed by Frederic C. Dudley, its President, And Albert E. Grant, its Treasurer, and countersigned by Albert E. Grant, its Secretary, hereunto duly authorized, this 13th day of August, 1953.

CUMBERLAND SAVINGS AND LOAN ASSN. CORPORATE

By Frederic C. Dudley SEAL  
President

Albert E. Grant  
Treasurer

Countersigned by Albert E. Grant  
Secretary

Esther Coffin to all  
Witness

STATE OF MAINE

Cumberland SS August 13, 1953

Personally appeared the above-named Albert E. Grant, Treasurer, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me, Esther Coffin  
Justice of the Peace

Received August 28, 1953, at 11h 16m A.M., and recorded according to the original

-----  
KNOW ALL MEN BY THESE PRESENTS, Maine  
THAT MAINE STEEL, INC. a corporation organized and existing under the laws of the Steel,  
State of Maine and having a place of business in South Portland in the County of Inc.  
Cumberland and State of Maine in consideration of One Dollar (\$1.00) and other To  
valuable considerations paid by Fred Weiland, Joseph H. Hoodin, Albert J. Butchkes Weiland  
and Jerome K. Jelin all of Cincinnati in the State of Ohio the receipt whereof it &  
does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto War.  
the said Fred Weiland, Joseph H. Hoodin, Albert J. Butchkes and Jerome K. Jelin  
their heirs and assigns forever,

A certain lot or parcel of land with buildings thereon, located in the Town

of Windham, at Little Falls, so called, in said County of Cumberland more particularly bounded and described as follows, viz:

Beginning in said town of Windham at a point on the easterly side of the Old Gray Road, so called, being the main street in the village of South Windham, four and one-half ( $4\frac{1}{2}$ ) feet southerly from the southwesterly corner of the old tavern, so called, situated at the southeasterly corner of Depot Street and said Old Gray Road; thence running south  $83^{\circ} 53'$  east to the southwesterly corner of land, formerly of William Bickford and now or formerly of Cumberland Securities Corporation, at an iron pipe set in the ground; thence northerly three and one-half ( $3\frac{1}{2}$ ) rods, more or less, to the southerly side of Depot Street; thence easterly along said Depot Street eighty-nine and one-half ( $89\frac{1}{2}$ ) feet, more or less, to an iron pin set in the ground at land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof at an iron pin in the ground; thence easterly by said Bailey land seventy-four (74) feet, more or less, to the southeasterly corner thereof at an iron pin set in the ground; thence northerly by said Bailey land to the southerly side of Depot Street at an iron pin set in the ground; thence easterly along the southerly side of said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence south  $18^{\circ} 30'$  east by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a concrete monument; thence south  $44^{\circ} 25'$  east by said Hart heirs' land seventy-two (72) feet to an iron pin; thence north  $72^{\circ} 51'$  east and on line of a fence eight (8) rods ten (10) links, more or less, to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said Maine Central Railroad Company land seven hundred (700) feet; thence westerly at right angles to the last mentioned course two hundred thirty (230) feet, more or less, to an iron pipe set in the ground one rod easterly from the top of the bank of the Presumpscot River; thence northerly on a line parallel with the top of said bank and one rod easterly therefrom a distance of four hundred sixty (460) feet, more or less, to an iron pipe set three (3) feet southerly from the southerly face of a concrete building known as the Machine Room Building; thence north  $77^{\circ} 23'$  west parallel with and three (3) feet distant southerly from the face of said Machine Room Building two hundred thirty-one (231) feet, more or less, to the base of the southerly foundation wall of the Main Building, so called, at the easterly side of the Wheel House, so called; thence southerly, easterly, southerly, westerly and northerly along the face of the foundation of the Wheel House, so called, to the southerly face of the foundation of the Main Building, at a point where the westerly foundation of said Wheel House intersects the same; thence westerly along the southerly face of the foundation of said Main Building and the extension thereof to a corner of said foundation; thence northerly along the base of the westerly end of said foundation wall eight (8) feet, more or less, to a point where said base intersects the projection easterly of the southerly face, at

the bases thereof, of the two concrete piers which support the southerly side of said Extension; thence westerly along said projected line forty-three (43) feet, more or less, to the southwesterly corner of the base of the concrete pier which supports the southwesterly corner of said Extension; thence northerly and at right angles to the last mentioned course a distance of nineteen (19) feet, more or less, to a point at the intersection with a straight line projected easterly parallel with and three (3) feet southerly from the southerly side of Storehouse No. 3; thence westerly along said last mentioned projected line to the easterly side of the Old Gray Road; thence northerly along the easterly side of the Old Gray Road to the point of beginning. Together with all the Grantor's right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises; also the right to have the balcony which is annexed to the southerly wall of the concrete building, so called, as said balcony is now constructed and located, project over the land now or formerly of Cumberland Securities Corporation.

Excepting from this conveyance all land and interests in land excepted by Cumberland Securities Corporation in its deed to Windham Fibres, Inc., dated July 25, 1945, and recorded in Cumberland County Registry of Deeds in Book 1787 at Page 353.

This conveyance is made subject to all reservations, conditions and exceptions set forth and described in said deed from Cumberland Securities Corporation to Windham Fibres, Inc. recorded in said Registry in Book 1787 at Page 353 and also subject to all reservations, conditions and exceptions to which said deed from Cumberland Securities Corporation was made subject by its terms; and also subject to a certain lease and option between the Grantor and Baker Refrigeration Corporation, dated September 28, 1949, recorded in said Registry, in Book 1971, at Page 353.

This conveyance is also made subject to the 1953 taxes assessed by the Town of Windham on the above described premises which taxes the Grantee assumes and agrees to pay.

The above described premises are the same and are intended to be the same premises acquired by the Grantor from the Windham Fibres, Inc. by deed dated December 13, 1945 and recorded in Cumberland County Registry of Deeds in Book 1800 at Page 492.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Grantees, their heirs and assigns to them and their use and behoof forever.

U.S.I.R.  
\$121.00  
M S I

AND the Grantor does hereby covenant with the said Grantees, their heirs and assigns that it is lawfully seized in fee of the premises, that they are free of all incumbrances except as aforesaid; that it has good right to sell and convey the same to the said Grantees to hold as aforesaid; and that it and its successors shall and will warrant and defend the same to the said Grantees, their heirs and

8/28/53



assigns forever against the lawful claims and demands of all persons except as aforesaid.

IN WITNESS WHEREOF, the said Maine Steel, Inc. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by G. C. Soule, its President and Treasurer thereunto duly authorized, this 28th day of August in the year one thousand nine hundred and fifty three.

Signed, Sealed and Delivered

in presence of	MAINE STEEL, INC.	CORPORATE SEAL
Fred C. Scribner Jr.	By G. C. Soule	
	President and Treasurer	

STATE OF MAINE

COUNTY OF CUMBERLAND ss Aug. 28, 1953.

Then personally appeared the above named G. C. Soule, President and Treasurer of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me, Fred C. Scribner Jr. Justice of the Peace  
Received August 28, 1953, at 11h 16m A.M., and recorded according to the original

Casco  
Bk. & Tr.  
Co.  
To  
Kelley &  
Disch.

KNOW ALL MEN BY THESE PRESENTS,  
THAT It, Casco Bank & Trust Company, a banking institution duly organized and existing by law, having a principal place of business in Portland, County of Cumberland and State of Maine owner of a certain mortgage given by John H. Kelley and Irene J. Kelley both of Westbrook in the County of Cumberland and State of Maine to said, Casco Bank & Trust Company dated May 5 A.D. 1952, and recorded in Cumberland County Registry of Deeds, Book 2082, Page 225, does hereby acknowledge that it has received full payment and satisfaction of the same, and of the debt thereby secured, and in consideration thereof it does hereby cancel and discharge said mortgage, and release unto the said John H. Kelley and Irene J. Kelley, their heirs and assigns forever the premises therein described.

IN WITNESS WHEREOF, it the said Casco Bank & Trust Company, has hereunto caused its name to be signed and its seal affixed by its Vice President, Sylvester M. Pratt, thereto duly authorized this 27th day of August, A.D., 1953.

Signed, Sealed and Delivered

in Presence of	CASCO BANK & TRUST COMPANY	CORPORATE SEAL
Charles A. Holden	Sylvester M. Pratt	
	Vice President	

STATE OF MAINE

COUNTY OF CUMBERLAND SS. August 27 1953

Then personally appeared the above named Sylvester M. Pratt, Vice President of Casco Bank & Trust Company and acknowledged the foregoing instrument to be his

ORDERED, ADJUDGED and DECREED: (a) That all proceedings taken since the filing of the Petition for Condemnation in this action, in so far as they relate to the above mentioned tract, all as recorded and as referred to on the docket of this Court, are hereby, in all respects ratified, confirmed and made final, and the full fee simple title of said tract of land which is located in the County of Cumberland, State of Maine, as more particularly described in the Petition for Condemnation in said parcel is declared vested in the United States of America as of July 30, 1942, being the date when the Declaration of Taking was filed in the Office of the Clerk, together with the deposit of funds as just compensation for said taking, and July 31, 1942 being the date Judgment of the Court on said Declaration of Taking was filed;

(b) That an attested copy of this Final Judgment be recorded by the Clerk of this Court in the Registry of Deeds for the County of Cumberland in the State of Maine.

September 21, 1949

John D. Clifford, Jr.

United States District Judge for the District of Maine.

A true copy of Final Judgment filed Sept. 21, 1949.

Attest: Morris Cox Clerk COURT SEAL

Received September 24, 1949, at 8h A.M., and recorded according to the original 2

Maine  
Steel,  
Inc.  
To  
Baker  
Refriger-  
ation  
Corp.  
Lease

See  
Book 2192  
Page 10

THIS INDENTURE made the 28th day of September, 1949, between MAINE STEEL, INC., a corporation organized and existing under the laws of the State of Maine and having a place of business in South Windham, in the County of Cumberland and State of Maine, hereinafter designated as the "Landlord," and BAKER REFRIGERATION CORPORATION, a corporation organized and existing under the laws of the State of Nebraska and duly qualified to transact business in the State of Maine, and having a place of business at said South Windham, hereinafter designated as the "Tenant,"

W I T N E S S E T H:

In consideration of the rents and covenants herein contained, the Landlord does hereby let unto the Tenant, and the Tenant has hired from the Landlord a certain lot or parcel of land with the buildings thereon located in the Town of Windham, County of Cumberland and State of Maine, at so-called Little Falls, which premises are more particularly described as follows:

Beginning in said Town of Windham, at a point on the easterly side of the Old Gray Road, so-called, being the main street in the village of South Windham, four and one half ( $4\frac{1}{2}$ ) feet southerly from the southwesterly corner of the old tavern, so-called, situated at the southeasterly corner of Depot Street and said Old Gray Road; thence running South  $83^{\circ} 53'$  East to the southwesterly corner of land formerly of William Bickford and now or formerly of Cumberland Securities Corporation, at an iron pipe set in the ground; thence northerly three and one half ( $3\frac{1}{2}$ ) rods, more or less, to the southerly side of Depot Street; thence easterly along said Depot Street eighty-nine and one half ( $89\frac{1}{2}$ ) feet, more or less, to an iron pin set in the ground at land now or formerly of Charles W. Bailey; thence southerly to a

VIL-RESP00521

Bailey land to the southwesterly corner thereof at an iron pin set in the ground; thence easterly by said Bailey land seventy-four (74) feet, more or less, to the southeasterly corner thereof at an iron pin set in the ground; thence northerly by said Bailey land to the southerly side of Depot Street at an iron pin set in the ground; thence easterly along the southerly side of said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence South  $18^{\circ} 30'$  East by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a concrete monument; thence South  $44^{\circ} 25'$  East by said Hart heirs' land seventy-two (72) feet to an iron pin; thence North  $72^{\circ} 51'$  East and on line of a fence eight (8) rods ten (10) links, more or less, to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said Maine Central Railroad Company land seven hundred (700) feet; thence westerly at right angles to the last mentioned course two hundred thirty (230) feet, more or less, to an iron pipe set in the ground one rod easterly from the top of the bank of the Presumpscot River; thence northerly on a line parallel with the top of said bank and one rod easterly therefrom a distance of four hundred sixty (460) feet, more or less, to an iron pipe set three (3) feet southerly from the southerly face of a concrete building known as the Machine Room Building; thence North  $77^{\circ} 23'$  West parallel with and three (3) feet distant southerly from the face of said Machine Room Building two hundred thirty-one (231) feet, more or less, to the base of the southerly foundation wall of the Main Building, so-called, at the easterly side of the Wheel House, so-called; thence southerly, easterly, southerly, westerly and northerly along the face of the foundation of the Wheel House, so-called, to the southerly face of the foundation of the Main Building, at a point where the westerly foundation of said Wheel House intersects the same; thence westerly along the southerly face of the foundation of said Main Building and the extension thereof to a corner of said foundation; thence northerly along the base of the westerly end of said foundation wall eight (8) feet, more or less, to a point where said base intersects the projection easterly of the southerly faces, at the bases thereof, of the two concrete piers which support the southerly side of said Extension; thence westerly along said projected line forty-three (43) feet, more or less, to the southwesterly corner of the base of the concrete pier which supports the southwesterly corner of said Extension; thence northerly and at right angles to the last mentioned course a distance of nineteen (19) feet, more or less, to a point at the intersection with a straight line projected easterly parallel with and three (3) feet southerly from the southerly side of Storehouse No. 3; thence westerly along said last mentioned projected line to the easterly side of the Old Gray Road; thence northerly along the easterly side of the Old Gray Road to the point of beginning.

Together with all the Landlord's right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises; also the right to have the balcony which is annexed to the southerly wall of the concrete building,